

PROSPECTUS



Koninklijke Ahold Delhaize N.V.

*(incorporated as a public limited liability company in the Netherlands,
with its statutory seat in Zaandam, the Netherlands)*

EUR 600,000,000 0.375% Sustainability-Linked Notes due 2030

Koninklijke Ahold Delhaize N.V. (the **Issuer**, the **Company** or **Ahold Delhaize**) will issue the 0.375% Sustainability-Linked Notes due 2030 for an amount of EUR 600,000,000 (the **Notes**). The Notes will bear interest at the rate of 0.375% per annum, subject to an increased rate of 0.250% per annum upon the occurrence of a Step Up Event as described in Condition 4(b) (*Interest*) of the terms and conditions of the Notes (the **Terms and Conditions**). Interest on the Notes is payable annually in arrears on the Interest Payment Dates (as defined below) falling on March 18 in each year, commencing on March 18, 2022 up to and including the maturity date of the Notes, being March 18, 2030 (the **Maturity Date**).

The obligations of the Issuer under the Notes in respect of principal and interest constitute, (subject to the provisions of Condition 3 (*Negative Pledge*)) direct, unconditional and unsecured obligations of the Issuer, ranking *pari passu* without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but only to the extent permitted by applicable laws relating to creditors' rights. Payments on the Notes shall be made free and clear of, and without withholding or deduction for or on account of taxes of the Netherlands or any political subdivision or any authority thereof or therein having power to tax to the extent described in Condition 7 (*Taxation*) of the Terms and Conditions. The holders of Notes will benefit from the Cross Guarantee Agreement among the Company, Delhaize De Leeuw / Le Lion Comm. VA, Delhaize US Holding, Inc. and certain of the subsidiaries of Delhaize US Holding, Inc. See Part VII (*Description of the Cross Guarantee*).

Unless previously redeemed, the Notes mature on the Maturity Date. Furthermore, (i) the Notes are subject to redemption in whole or in part at their principal amount, together with accrued interest, at the Issuer's option from and including the date falling three months prior to but excluding the Maturity Date and (ii) the Notes are subject to redemption in whole or in part at their principal amount, together with accrued interest and a "make-whole" premium at the Issuer's option at any time prior to the Maturity Date. The Notes are subject to redemption in whole, at their principal amount, together with accrued interest, at the Issuer's option at any time in the event of certain changes affecting taxes of the Netherlands. Finally, the Notes are subject to redemption in whole, at 100% of their principal amount, together with accrued interest, at the Issuer's option on any Interest Payment Date at any time when the aggregate principal amount of the Notes outstanding is equal to or less than 20 per cent. of the aggregate principal amount of the Notes issued. See "Terms and Conditions of the Notes – Condition 5 (*Redemption and Purchase*)". The Notes may be redeemed at the option of the holders of the Notes at 101% of their principal amount upon a change of control that is followed by certain ratings downgrades or other ratings-related events as set forth in "Terms and Conditions of the Notes – Condition 5 (*Redemption and Purchase*)".

This prospectus (the **Prospectus**) has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**), as the competent authority under Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Prospectus or of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made for the listing and trading of the Notes on Euronext Amsterdam N.V. (**Euronext Amsterdam**) with effect from March 18, 2021.

The Notes are expected to be assigned, on issue, a rating of BBB by S&P Global Ratings Europe Limited (**S&P**) and Baa1 by Moody's France SAS (**Moody's**). Each of S&P and Moody's is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended, the **CRA Regulation**). As such, as of the date of this Prospectus, each of S&P and Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at

<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Neither S&P nor Moody's is established in the United Kingdom, but it is part of a group in respect of which one of its undertakings is (i) established in the United Kingdom and (ii) is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK CRA Regulation**). The Issuer ratings issued by S&P and Moody's in accordance with the CRA Regulation before the end of the transition period and have not been withdrawn. As such, the ratings issued by S&P and Moody's may be used for regulatory purposes in the United Kingdom may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation until January 2022. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organization.

An investment in the Notes involves certain risks. Prospective investors should have regard to the factors described in the chapter Part I (*Risk Factors*) starting on page 7.

Definitions used, but not defined, in this section can be found elsewhere in this Prospectus. The language of the Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

The Notes will be issued in bearer form and shall have denominations of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof, up to and including EUR 199,000. The Notes will initially be represented by a temporary global note in bearer form (the **Temporary Global Note**) without interest coupons, which is expected to be deposited with a common safekeeper on behalf of Clearstream Banking S.A. (**Clearstream, Luxembourg**) and Euroclear Bank SA/NV (**Euroclear**) on or about March 18, 2021 (the **Closing Date**). The Temporary Global Note will be exchangeable for a permanent global note in bearer form (the **Permanent Global Note**) without interest coupons attached, upon certification as to non-U.S. beneficial ownership, not earlier than the first day following the expiry of 40 days after the Closing Date.

This Prospectus is dated March 16, 2021.

Joint Bookrunners

BNP PARIBAS

BofA Securities

Deutsche Bank

Goldman Sachs Bank Europe SE

J.P. Morgan

**Société Générale
Corporate & Investment Banking**

Co-Managers

ABN AMRO

ING

KBC Bank

Rabobank

Wells Fargo Securities

Sustainability linked bond structuring agents to the Issuer

J.P. Morgan

**Société Générale
Corporate & Investment Banking**

This Prospectus has been prepared for the purposes of the listing and admission to trading of the Notes on Euronext Amsterdam and does not constitute an offer of, or an invitation by or on behalf of the Managers to, subscribe or purchase any of the Notes in any jurisdiction by any person to whom it is unlawful to make the offer or solicitation in such jurisdiction.

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA), and shall expire on March 16, 2022. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference (see Part IV (*Documents Incorporated by Reference*) below). Other than in relation to the documents which are deemed to be incorporated by reference (see Part IV (*Documents Incorporated by Reference*) below), the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinized or approved by the AFM.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Managers do not represent that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Managers that is intended to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes.

For a description of further restrictions on offers and sales of Notes and distribution of this Prospectus (see Part XIV (*Subscription and Sale*) below).

No person is or has been authorized to give any information or to make any representation not contained in or not consistent with this Prospectus and any information or representation not so contained or inconsistent with this Prospectus or any other information supplied in connection with the Notes and, if given or made, such information must not be relied upon as having been authorized by or on behalf of the Issuer or the Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date hereof or otherwise that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer since the date hereof or, if later, the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Managers and the Issuer expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes.

Neither this Prospectus nor any other information supplied in connection with the offering of the Notes should be considered as a recommendation by the Issuer or the Managers that any recipient of this Prospectus or any other information supplied in connection with the offering of the Notes should purchase any Notes. Each

investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Managers to any person to subscribe for or to purchase any Notes.

Neither the Managers nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus or any responsibility for any acts or omissions of the Issuer or any other person (other than the relevant Manager) in connection with the issue and offering of the Notes.

Save for the Issuer, no other party has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information in connection with the Issuer or the offering of the Notes. The Managers do not accept any liability, whether arising in tort or in contract or in any other event, in relation to the information contained or incorporated by reference in this Prospectus or any other information in connection with the Issuer, the offering of the Notes or the distribution of the Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the securities laws of any state or other jurisdiction of the United States. The Notes are being offered and sold solely outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act (**Regulation S**). The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of U.S. persons (as defined in Regulation S) unless they have been so registered or pursuant to an available exemption from the registration requirements of the Securities Act. For a further description of certain restrictions on the offering and sale of the Notes and on the distribution of this document, see "Subscription and Sale" below.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPs Regulation / Prohibition of sales to EEA retail investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail

investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

UK PRIIPs Regulation / Prohibition of sales to UK retail investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore and the Securities and Futures (Capital Markets Products) Regulations 2018 (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes as capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Although the Notes will be issued as sustainability-linked notes, with the interest rate relating to the Notes being subject to an upward adjustment in the event the Issuer and its consolidated subsidiaries fail to achieve the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold (each as defined in Condition 4(b) (*Adjustment of Rate of Interest*)), the Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics. See “*Risk Factors - Risks related to the sustainability-linked nature of the Notes*”. None of the Managers and the sustainability-linked bond structuring agents makes any representation as to the suitability of the Notes to fulfil environmental, social or sustainability criteria required by any prospective investors.

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PART I: RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfill its obligations under the Notes. Most of these factors are contingencies that may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors that are material for the purpose of assessing the market risks associated with the Notes are described below.

The Issuer believes that the factors described below represent the material risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons that may not be considered material risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus or incorporated by reference in this Prospectus and reach their own views prior to making any investment decision and consult with their own professional advisors if they consider it necessary. Terms defined in Part V (Terms and Conditions of the Notes) shall have the same meaning where used below. All references to “our”, “we”, “us”, etc. are to the Issuer.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFILL ITS OBLIGATIONS UNDER THE NOTES

Financial risks relating to the Issuer

Increasing costs associated with our defined benefit pension plans may adversely affect our operating results, financial position or liquidity.

A number of union employees working for Ahold Delhaize's Brands in the United States are covered by multi-employer plans (**MEPs**) based on obligations arising from collective bargaining agreements. The risks of participating in multi-employer plans are different from the risks of single employer plans. Ahold Delhaize's contributions are pooled with the contributions of other contributing employers and are therefore used to provide benefits to employees of these other participating employers. If other participating employers cease to participate in the plan without paying their allocable portion of the plan's unfunded obligations, this could result in increases in the amount of the plan's unfunded benefits and, thus, Ahold Delhaize's future contributions. Similarly, if a number of employers cease to have employees participating in the plan, Ahold Delhaize could be responsible for an increased share of the plan's deficit. If Ahold Delhaize seeks to withdraw from a multi-employer plan, it generally must obtain the agreement of the applicable unions and will likely be required to pay withdrawal liability in connection with this. If a multi-employer plan in which Ahold Delhaize participates becomes insolvent, Ahold Delhaize may be required to increase its contributions, in certain circumstances, to fund the payment of benefits by the multi-employer plan.

Under normal circumstances, when a multi-employer plan reaches insolvency, it must reduce all accrued benefits to the maximum level guaranteed by the U.S. Pension Benefit Guaranty Corporation (**PBGC**). Multi-employer plan pay annual insurance premiums to the PBGC for such benefit insurance. The PBGC currently projects that its multi-employer insurance program will become insolvent by the end of the PBGC's 2026 fiscal year. If the PBGC's multi-employer insurance program becomes insolvent, it may become unable to fund the PBGC-guaranteed benefits owed by insolvent multi-employer plans, which might impact our future contribution obligations to certain plans. Various legislative initiatives to assist the PBGC and / or the multi-employer pension system in the United States are under consideration by the United States Congress, but it is unclear whether any of these initiatives will be enacted. In the event that the PBGC fails to fund the benefits that are guaranteed by the PBGC after the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund (**FELRA**) and MAP Combined Plan becomes insolvent, the settlement agreement to which Giant Food is a party requires the Company to fund the benefit payments that are not paid

by the PBGC for certain participants through Giant's new single-employer plan for excess benefits. More details on this agreement are provided below.

Ahold Delhaize participates in 7 multi-employer pension plans that are defined benefit plans on the basis of the terms of the benefits provided. The Company's participation in these multi-employer plans, and the funding status of the plans is outlined in the MEP Overview table shown in Note 24 to the 2020 Audited Financial Statements.

During 2020, our U.S. brands, Stop & Shop and Giant Food, reached agreements to terminate their participation in four large multi-employer plans. These agreements will improve the security of pension benefits for associates and reduce the financial risk for the Company. Stop & Shop reached an agreement to terminate its participation in the United Food & Commercial Workers International Union (UFCW) – Industry Pension Fund (the **National Plan**) and the United Food & Commercial Workers (UFCW) – Local 1500 Pension Fund (the **1500 Plan**). Giant Food, UFCW Locals 27 and 400 (collectively the **Union Locals**) and the PBGC reached an agreement on Giant Food's funding obligations with respect to two multi-employer pension plans: the FELRA and the Mid-Atlantic UFCW and Participating Employers Pension Fund (**MAP**). As a result of this agreement, the PBGC has approved the combining of MAP into FELRA (the **Combined Plan**) and has agreed to provide financial assistance to the Combined Plan following its insolvency, which is currently projected to occur in 2022. For information about these agreements, see Note 24 to the 2020 Audited Financial Statements.

With these agreements, Ahold Delhaize has greatly reduced the Company's financial exposure to the multi-employer pension plans of its U.S. brands, Giant Food and Stop & Shop. The Company estimates its proportionate share of the total net deficit to be €65 million at year-end 2020 versus €861 million in 2019.

The estimate of the Company's net proportionate share of the plans' deficits is based on the latest available information received from these plans, such as the plans' measurement of plan assets and the use of discount rates between 6.5% and 8.5%. Ahold Delhaize's proportionate share of deficit (surplus) is calculated by multiplying the deficit / (surplus) of each plan that the Company participates in by Ahold Delhaize's participation percentage in that plan. This proportional share of deficit / (surplus) is an indication of our share of deficit / (surplus) based on the best available information. Ahold Delhaize does not have sufficient information to accurately determine its ratable share of plan obligations and assets following defined benefit accounting principles and the financial statements of the multi-employer plans are drawn up on the basis of other accounting policies than those applied by Ahold Delhaize. Consequently, these multi-employer plans are not included in the Company's balance sheet.

As with all pension plans, multi-employer pension plans in the U.S. are regulated by the Employee Retirement Income Security Act of 1974 (ERISA), as amended; the Pension Protection Act of 2006 (PPA); and the Multi-employer Pension Reform Act of 2014 (MPRA), among other legislation.

Under the PPA, plans are categorized as "endangered" (Yellow Zone), "seriously endangered" (Orange Zone), "critical" (Red Zone), or neither endangered nor critical (Green Zone). This categorization is primarily based on three measures: the plan's funded percentage, the number of years before the plan is projected to have a minimum funding deficiency under ERISA and the number of years before the plan is projected to become insolvent.

A plan is in the "Yellow Zone" if the funded percentage is less than 80% or a minimum funding deficiency is projected within seven years. If both of these triggers are reached, the plan is in the "Orange Zone." Generally, a plan is in the "Red Zone" if a funding deficiency is projected at any time in the next four years (or five years if the funded percentage is less than 65%). Plans with a funding ratio above 80% are generally designated as being in the "Green Zone." A plan in the "Red Zone" may be further categorized as "critical and declining" if the plan is projected to become insolvent within the current year or within either the next 14 years or the next 19 years, depending on the plan's ratio of inactive participants to active participants and the plan's specific

funding percentage. Multi-employer plans in endangered or critical status are required by U.S. law to develop either a funding improvement plan (FIP) or a rehabilitation plan (RP) to enhance funding through reductions in benefits, increases in contributions, or both.

As shown within the MEP Overview table, as of January 3, 2021 Ahold Delhaize's proportionate share of the deficit is €65 million, with some of these plans in a "red zone" status. If the underfunded liabilities of the multi-employer pension plans are not reduced, either by improved market conditions, reductions in benefits and / or collective bargaining changes, increased future payments by the Company and the other participating employers may result. However, all future increases generally will be subject to the collective bargaining process.

In 2021, the Company expects its contributions to be €22 million, which includes rehabilitation plan contribution increases where applicable. Ahold Delhaize has a risk of increased contributions and withdrawal liability (upon a withdrawal) if any of the participating employers in an underfunded multi-employer plan withdraw from the plan or become insolvent and are no longer able to meet their contribution requirements or if the multi-employer plan itself no longer has sufficient assets available to fund its short-term obligations to the participants in the plan. If and when a withdrawal liability is assessed, it may be substantially higher than the proportionate share noted above. Any adjustment for a withdrawal liability will be recorded when it is probable that a liability exists, and the amount can be reliably estimated.

We have financial debt outstanding that could negatively impact our business.

As of January 3, 2021, Ahold Delhaize's consolidated net debt was €11,434 million, which represents 28% of our total assets. Net debt is the difference between (i) the sum of loans, lease liabilities and short-term debt (i.e., gross debt) and (ii) cash, cash equivalents, current portion of investments in debt instruments.

Our level of debt may affect our day-to-day business by limiting our financial flexibility to adopt to industry changes or place us in a competitive disadvantage with companies less leveraged than us. Our level of debt also leaves us more vulnerable against economic and industry conditions and requires us to allocate portions of our cash flows for debt service purposes. Financial risks associated to our level of debt also include potential difficulties to obtain additional financing.

The significance of the contributions of our U.S. businesses to our revenues and the geographic concentration of our respective subsidiaries' U.S. operations on the East Coast of the United States make us vulnerable to economic downturns, natural disasters and other catastrophic events that impact that region.

A total of 61% of our revenues (excluding discontinued operations) during the financial year ended January 3, 2021, was generated through our respective subsidiaries' U.S. operations. We depend in part on these U.S. operations for dividends and other payments to generate the funds necessary to meet financial obligations. Substantially all of the U.S. operations are located on the East Coast of the United States. Consequently, the operations depend significantly upon economic and other conditions in this area, in addition to those that may affect the United States or the world as a whole. Our operating results as a whole may suffer based on a general economic downturn, natural disaster, change in regulations or other adverse conditions impacting the East Coast of the United States.

Unfavorable exchange rate fluctuations may negatively impact our financial performance.

Our respective subsidiaries' operations are conducted primarily in the United States, the Eurozone countries of the Netherlands, Belgium and Greece and to a lesser extent in other parts of Europe outside the Eurozone, including the Czech Republic, Romania and the Republic of Serbia. Although our historical financial information is being presented in euros, during the financial year ended January 3, 2021, we derived 67% of our revenues from subsidiaries that have functional currencies other than the euro. The operating results and the financial position of each of our entities outside the Eurozone are accounted for in the relevant local

currency, including the U.S. dollar, and are then translated into euros at the applicable foreign currency exchange rate for inclusion in our consolidated financial statements. Exchange rate fluctuations between these local currencies, including the U.S. dollar, and the euro could have a material adverse effect on our consolidated financial statements.

Because a substantial portion of our assets, liabilities and operating results are denominated in currencies other than our presentation currency, the euro, we are particularly exposed to currency risk arising from fluctuations in the value of these currencies against the euro. We aim to minimize this exposure by funding our foreign operations in their functional currency, wherever feasible. Nevertheless, a ten-percentage point weakening of the U.S. dollar to the euro results in a decrease of the net income of the Issuer by €70 million.

Natural disasters and geopolitical events could adversely affect our financial performance.

The occurrence of one or more natural disasters, such as hurricanes, earthquakes, tsunamis, pandemics (such as the Covid-19 pandemic) or severe weather, whether as a result of climate change or otherwise, or geopolitical events, such as civil unrest or government curfews in a country in which we or our respective subsidiaries operate or in which our suppliers are located, and attacks disrupting transportation systems, could adversely affect operations and financial performance. Such events could result in physical damage to one or more of properties, a temporary closure of one or more stores or distribution centers, a temporary lack of an adequate work force in a market, a temporary decrease in customers in an affected area, a temporary or long-term disruption in the supply of products from some local and overseas suppliers, a temporary disruption in the transport of goods from overseas, a delay in the delivery of goods to distribution centers or stores within a country in which our respective subsidiaries are operating, or a temporary reduction in the availability of products in their stores. These factors could otherwise disrupt and adversely affect our operations and financial performance.

The cross guarantee mechanism in place with us and some of our subsidiaries entails certain limits and restrictions and enforcing such guarantee in a legal proceeding, as necessary, would entail additional costs and formalities for the Noteholders.

The Guarantors are subsidiaries of the Issuer. Potential investors must read the description of the Cross Guarantee Agreement set out in Part VII (*Description of the Cross Guarantee*) of the Prospectus. In particular, the Noteholders will benefit from the Cross Guarantee Agreement, but it must be noted that in certain circumstances a Guarantor may terminate its guarantee. Also, the obligations of the Guarantors under the Cross Guarantee Agreement are limited to the maximum amount that can be guaranteed without constituting a fraudulent conveyance or fraudulent transfer under the various applicable insolvency laws. The Guarantors are obligated to make payments owed in respect of the Notes, in the event of non-payment by the Issuer without Noteholders needing to take any formal action. However, in case of default of the Issuer and non-performance by the Guarantors, if any Noteholder decides to enforce the guarantee in a legal proceeding, he would proceed directly against one or, if a single Guarantor is unable to financially satisfy a claim, several Guarantors (the guarantee binds all parties to the Cross Guarantee Agreement, but it is possible that the Noteholder must proceed against several Guarantors in case of default of one or several Guarantors). The Fiscal Agent will only proceed to make payment, if he has received an adequate amount from one or several Guarantors. The Fiscal Agent shall deduct the movable withholding tax on the accrued interests that would be reimbursed, if and to the extent so required by applicable law. The Cross Guarantee Agreement is governed by New York law, which may lead to additional costs as the Noteholders may need to request assistance of a lawyer with expertise in financial products and New York law.

As a guarantor under the Cross Guarantee Agreement and some other agreements, under certain circumstances, we may have to pay for financial indebtedness of any of our subsidiaries.

Under the Cross Guarantee Agreement, if any financial indebtedness (as defined under Part VII (*Description of the Cross Guarantee*) of the Prospectus) owed by one of our subsidiaries party to such agreement is not

recoverable from such entity, the creditor may call upon the guarantee and claim against any of the guarantors, including Ahold Delhaize, in accordance with the terms of the Cross Guarantee Agreement. We may therefore have to pay for any Financial Indebtedness of any of our subsidiaries party to the Cross Guarantee Agreement in case of default of such party. As at the date of this Prospectus, the outstanding bonds and notes at subsidiaries guaranteed by the Issuer amount to €689 million. Apart from our guarantee under the Cross Guarantee Agreement, we may also have to pay amounts owed by any of our subsidiaries in case of default by such subsidiaries, in instances where we guaranteed the undertakings of any such subsidiaries.

We may experience adverse results arising from claims against our self-insurance programs.

We manage our insurable risks through a combination of self-insurance and commercial insurance coverage. Our and our respective subsidiaries' operations in the United States are self-insured for workers' compensation, general liability, property, vehicle accident and certain health care-related claims. Self-insurance liabilities are estimated based on actuarial valuations. While we believe that our actuarial estimates are reasonable, they are subject to a high degree of variability and uncertainty caused by such factors as future interest and inflation rates; future economic conditions; litigation and claims; settlement trends and results; legislative and regulatory changes; changes in benefit levels; and the frequency and severity of incurred-but-not-reported claims. It is possible that the final resolution of some claims may require significant expenditures in excess of existing reserves.

We assess and monitor the financial strength and credit-worthiness of the commercial insurers from which we purchase insurance. However, we remain exposed to a degree of counterparty credit risk with respect to these insurers. If conditions of economic distress were to cause the liquidity or solvency of our counterparties to deteriorate, we may not be able to be indemnified from the insurer in accordance with the terms and conditions of our policies.

Strategic risks relating to the Issuer

Our results are subject to risks relating to competition and pressure on profit margins in the food retail industry.

The food retail industry is competitive and generally characterized by pressure on profit margins. Our competitors include international, national, regional and local supermarket chains, supercenters, independent grocery stores, specialty food stores, warehouse club stores, retail drug chains, convenience stores, membership clubs, general merchandisers, discount and online retailers and restaurants. It is possible that we could face increased competition in the future from some or all of these competitors, especially from non-traditional eCommerce retailers who are capitalizing on the shift in consumer purchasing from in-store to online and mobile. This shift has been further accelerated by the Covid-19 pandemic. In addition, consolidation in the food retail industry due to increasing competition from larger companies is also likely to continue. Food retail businesses generally compete on the basis of location, quality of products, service, price, product variety, store condition and eCommerce offerings. The ability to maintain our current position depends upon the ability of our respective subsidiaries to compete in the food retail industry through various means such as price promotions, continued reduction of operating expenses where the cost savings are reinvested in our Company, enhancing customer offerings and store expansions. To the extent that prices are reduced to maintain or grow market share, net income and cash generated from the respective subsidiaries' operations could be adversely affected. Some of our competitors may have financial, distribution, purchasing and marketing resources that are greater than ours, and there is no assurance that we will be able to successfully compete in the markets where our respective subsidiaries operate. Profitability could be impacted as a result of the pricing, purchasing, financing, advertising or promotional decisions made by our competitors. Such an impact on profitability could have a significant adverse effect on our business and the businesses of our respective subsidiaries, cash flows, financial condition or operating results.

We may be unable to successfully develop and execute our strategy, which may include, but is not limited to, completing renovations and conversions, implementing brand marketing plans and growing our eCommerce business.

Our success depends in large part on the ability of our respective subsidiaries to operate their customers' preferred local supermarkets. If they are unable to successfully develop and execute a strategy, or if our plans fail to meet customers' expectations, our overall financial condition and operating results could be adversely affected. The introduction, implementation, success and timing of new business initiatives and strategies, including but not limited to initiatives to increase revenue, reduce costs or enter into new areas of business, could be less successful or could be different than anticipated, which could materially adversely affect our business. Our strategy relies on our ability to, among others, complete store renovations and conversions, implement and execute brand-specific marketing plans, and expand our eCommerce business. These are described further below.

A key to our respective subsidiaries' business strategy is the renovation and/or conversion of existing stores as well as the renovation of infrastructure. During the financial year ended January 3, 2021, 408 stores were remodelled. Although it is expected that cash flows generated from operations, supplemented by the unused borrowing capacity under our credit facilities and the availability of capital lease financing, will be sufficient to fund capital renovation programs and conversion initiatives, sufficient funds may not be available. The inability to successfully renovate and/or convert existing stores and other infrastructure could adversely affect our businesses, operating results and ability to compete successfully.

In addition, customers are increasingly shopping over our brand's eCommerce websites (e.g., delhaize.be, ah.nl, bol.com, hannaford.com) and mobile commerce applications. During the financial year ended January 3, 2021, 7% of net sales were derived from our eCommerce business. We anticipate that online and mobile shopping will continue to be a key component of growth for food retailers in years to come, as witnessed by the most recent entrance of specialty eCommerce platforms in partnership with traditional supermarkets. This trend has been further accelerated as a result of the Covid-19 pandemic and channel shift to online and mobile purchasing. Any failure by our respective subsidiaries to provide attractive, user-friendly online shopping platforms that meet the expectations of online shoppers and adapt to future developments and trends in eCommerce could place them and us at a competitive disadvantage, result in the loss of eCommerce and other sales, harm our reputation with customers and have a material adverse impact on the growth of our eCommerce business, operating results and ability to compete successfully.

We are exposed to reputational risk from the actions of our joint venture partners, franchised and affiliated stores, and similar arrangements.

As the Issuer has entered into joint ventures, franchised and affiliated stores, and similar arrangements, there remains an inherent risk in managing them. The operators of our affiliated and franchised stores operate and oversee the daily operations of their stores and are independent third parties. The reputation of the Issuer may as a result be impacted by issues that affect its partners. For example, the countries in which some of our joint ventures and affiliates operate in have varying and often less stringent laws and regulations regarding product safety and integrity, as well as labor laws and standards. Even if the partner or affiliate is operating within the boundaries of their local laws and regulations, a violation of what is considered morally and ethically responsible and acceptable could result in significant scrutiny on our global company resulting in consumer fall-out or protest. Although we attempt to properly select, train and support the operators of our affiliated and franchised stores, the ultimate success and quality of any affiliated or franchised store will rest with the third-party operators. Additionally, at the brand and global levels, a social listening tool is utilized to monitor and assess the level of public discussion surrounding our brands and global enterprise on a variety of key topics. To the extent that public discussion evolves in a way that is harmful to the reputation of our brands or global enterprise, it triggers the brand and global Communications teams to step in and direct public discussion and reiterate the Company's statements and positions. The residual risk to our organization is that despite our best

efforts to hold our partners and affiliates to our own standards of operation, a product safety or labor related violation in a partner or affiliate may have a significant impact to our global reputation and sales.

Operational risks relating to the Issuer

A competitive labor market, changes in labor conditions or labor disruptions such as strikes, work stoppages and slowdowns may increase our respective subsidiaries' costs or negatively affect their financial performance.

Our success depends in part on our and our respective subsidiaries' ability to attract and retain qualified personnel in all the businesses, including executives to lead them. We compete with other businesses in our markets in attracting and retaining employees. Tight labor markets, increased overtime, collective labor agreements, increased healthcare costs, government-mandated increases in the minimum wage and a higher proportion of full-time employees could result in an increase in labor costs, which could materially impact our respective subsidiaries' operating results. A shortage of qualified employees may also require increases in wage and benefit offerings to compete effectively in the hiring and retention of qualified employees or to retain more expensive temporary employees.

A number of our and our respective subsidiaries' employees, both inside and outside of the United States, are members of unions. It is possible that relations with the unionized portion of some or all of those workforces could deteriorate or that the workforces could initiate a strike, work stoppage or slowdown in the future. Similar actions by the non-unionized workforces of our company's or the respective subsidiaries are also possible. In such an event, our respective subsidiaries' businesses, cash flows, financial condition and operating results could be negatively affected, and they may not be able to adequately meet the needs of customers by utilizing the remaining unaffected workforce. Further, as existing collective bargaining agreements are expected to expire, our respective subsidiaries who are signatory to such agreements may not be able to negotiate extensions to, or replacements for, such agreements on acceptable terms, which could result in work stoppages or other costs, which could be disruptive to business, lead to adverse publicity and have a material adverse impact on cash flows, financial condition and operating results.

Also, we will always face the risk that legislative bodies may approve laws that liberalize the procedures for union organization, and there can be no assurance that our company's non-unionized employees will not become unionized. If more of our company's workforce becomes unionized, it could affect our operating expenses. There can be no assurance that we or our subsidiaries will be able to fully absorb any increased labor costs through efforts to increase efficiencies in other areas of operations. Increased labor costs could increase our costs, resulting in a decrease in profits or an increase in losses.

Compliance risks relating to the Issuer

There are inherent limitations in our control systems, and misstatements due to error or fraud may occur and not be detected, that may harm our business and financial performance and result in difficulty meeting our reporting obligations.

Effective internal control over financial reporting is necessary for us to provide reasonable assurance with respect to our financial reports and to effectively prevent fraud. If we cannot provide reasonable assurance with respect to our financial reports and effectively prevent fraud, our reputation, business and operating results could be harmed. Internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. Given our brand-centric operating model and autonomy that local brands have to run their operations and support office functions, we run the risk that a break down in internal controls at one brand may have a significantly material impact the accuracy and completeness of the consolidated financial statements. If we fail to maintain the adequacy of these internal

controls, including any failure to implement required new or improved controls, or if we experience difficulties in our integration and implementation of changes to our internal controls, the businesses and operating results could be harmed and we could fail to meet our reporting obligations.

Various aspects of our and our respective subsidiaries' businesses are subject to federal, regional, state and local laws and regulations, including environmental regulations in the countries we operate in. Our compliance with these laws and regulations may require additional expenses or capital expenditures and could adversely affect our ability to conduct our business as planned.

In addition to environmental regulations, our and our respective subsidiaries' businesses are subject to federal, regional, state and local laws and regulations in the United States, the Netherlands, Belgium and other countries relating to, among other things, zoning, land use, workplace safety, public health, community right-to-know, store size, alcoholic beverage sales, tobacco sales and pharmaceutical sales. A number of jurisdictions regulate the licensing of supermarkets, including retail alcoholic beverage license grants. In addition, under certain regulations, we are prohibited from selling alcoholic beverages in some of our stores. We are also subject to laws governing our relationships with employees, including minimum wage requirements, overtime, working conditions, collective bargaining, disabled access and work permit requirements. A number of laws exist that impose obligations or restrictions with respect to property access. Compliance with these laws could result in modifications to properties or prevent performing certain further renovations. Compliance with, or changes in, these laws could reduce revenue and profitability and could otherwise adversely affect our businesses, financial condition or operating results.

We are subject to a variety of antitrust and similar legislation in the jurisdictions where we and our respective subsidiaries operate. In a number of markets, we have market positions which may make future significant acquisitions more difficult and may limit our ability to expand by acquisition or merger, if we wish to do so.

In addition, we and our respective subsidiaries are subject to legislation relating to unfair competitive practices and similar behavior in many of the jurisdictions where our respective subsidiaries operate. We or they may be subject to allegations of, or further regulatory investigations or proceedings into, such practices. Such allegations, investigations or proceedings (irrespective of merit) may require the devotion of significant management resources to defending ourselves. In the event that such allegations are proven, there may be significant fines, damages awards and other expenses, and our and our subsidiaries' reputations may be harmed, which could materially adversely affect our businesses, results of operation, financial condition and liquidity.

FACTORS THAT ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE NOTES

Risks related to the nature of the Notes

The Notes are exposed to market interest rate risk.

Investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. The longer the maturity of Notes, the more exposed Notes are to fluctuations in market interest rates.

Investment in Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Notes, this will adversely affect the value of the Notes. During periods of rising interest rates, the prices of fixed rate securities, such as the Notes, tend to fall and gains are reduced or losses incurred upon their sale.

Therefore, investment in the Notes involves the risk that changes in market interest rates may adversely affect the value of the Notes.

The Notes may be redeemed prior to maturity.

In the event: (A) of the occurrence of an Event of Default (as defined in Condition 8 (*Events of Default*) of the Terms and Conditions); or (B) that the Issuer would be obliged (as set out in Condition 7 (*Taxation*) of the Terms and Conditions) to increase the amounts payable in respect of any Notes as a result of any change in, or amendment to, the laws, treaties or regulations of the Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties or regulations, which change or amendment becomes effective on or after the Issue Date, the Notes may be redeemed prior to maturity in accordance with the Terms and Conditions.

The Issuer may also redeem all or part of the Notes prior to maturity, in whole or in part, in accordance with Condition 5(d) (*Redemption at the Option of the Issuer (Refinancing)*) of the Terms and Conditions, in whole but not in part in accordance with Condition 5(e) (*Redemption at the option of the Issuer at Make-whole Premium*) of the Terms and Conditions, or, in whole only, in accordance with Condition 5(f) (*Redemption following exercise of Clean-up Call*) of the Terms and Conditions.

Any redemption prior to maturity as set out above could have a material adverse effect on the value of the Notes as the relevant redemption amount may be less than the then current market value of the Notes.

The Notes may be redeemed or repurchased by the Issuer, at the option of the Noteholders, prior to maturity in the event of a change of control.

Each Noteholder will have the right to require the Issuer to redeem or, at the Issuer's option, repurchase all or any part of such holder's Notes at 101% of the principal amount together with accrued interest upon the occurrence of a Put Event, as such terms are defined herein, and in accordance with the Terms and Conditions (the **Change of Control Put**). Following the occurrence of a Put Event, the holder of each Note will have the option to require the Issuer to redeem, or at the Issuer's option, purchase that Note on the Put Settlement Date pursuant to Condition 5(c) (*Redemption at the option of Noteholders*) of the Terms and Conditions. At those times, an investor generally may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Potential investors should be aware that the Change of Control Put can only be exercised upon the occurrence of a Put Event, which may not cover all situations where a change of control may occur or where successive changes of control occur in relation to the Issuer. The occurrence of any change of control in respect of the Issuer not qualifying as a Put Event could have a material adverse effect on the value of the Notes.

Noteholders deciding to exercise the Change of Control shall have to do this through the bank or other financial intermediary through which the Noteholder holds the Notes (the **Financial Intermediary**) and are advised to check when such Financial Intermediary would require the receipt of instructions and Put Option Notices from Noteholders in order to meet the deadlines for such exercise to be effective. The fees and/or costs, if any, of the relevant Financial Intermediary shall be borne by the relevant Noteholders.

Modification to the Terms and Conditions can be imposed on all Noteholders upon approval by defined majorities of Noteholders.

The Terms and Conditions contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally or to pass resolutions in writing. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and/or vote at the relevant meeting or, as the case may be, did not sign the written resolution, and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions provide that (i) the Notes and the Terms and Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error and (ii) the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

Noteholders are therefore exposed to the risk that changes are made to the Terms and Conditions of without their knowledge or consent which may be against the interest of such Noteholder and this may have an adverse effect on the (value of the) Notes. Moreover, Noteholders should be aware that if they intend to sell any of the Notes, the fact that changes may be made to the Terms and Conditions without their knowledge or consent, could have an adverse effect on the value of such Notes.

Changes in governing law could modify certain Terms and Conditions.

The Terms and Conditions are based on the laws of the Netherlands in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of the Netherlands, the official application, interpretation or the administrative practice after the date of this Prospectus. Any such change could materially adversely impact the value of the Notes.

Risks related to the sustainability-linked nature of the Notes

The Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics.

Although the Notes will be issued as sustainability-linked notes, with the interest rate relating to the Notes being subject to an upward adjustment in the event the Issuer and its consolidated subsidiaries fail to achieve the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold (each as defined in Condition 4(b) (*Adjustment of Rate of Interest*)), the Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics.

In particular, the Notes are not being marketed as "green bonds", "social bonds" or "sustainability bonds" as Ahold Delhaize expects to use the relevant net proceeds for general corporate purposes including the refinancing of some financial indebtedness and therefore Ahold Delhaize does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental or sustainability criteria, or be subject to any other limitations associated with sustainability bonds or green bonds.

In addition, any interest rate adjustment in respect of the Notes as contemplated by Condition 4(b) (*Adjustment of Rate of Interest*) will depend on the Group achieving, or not achieving, the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold, which may be inconsistent with or insufficient to satisfy investor requirements or expectations. The interest rate adjustment in respect of the Notes depends on a definition of Food Waste and of Carbon Emissions (each as defined in Condition 4(b) (*Adjustment of Rate of Interest*)), that may be inconsistent with investor requirements or expectations or other definitions relevant to Food Waste and Carbon Emissions. For example, given that the Food Waste Reduction Percentage is defined as Tonnes of Food Waste per Food Sales that is reduced (expressed as a percentage) and such percentage depends on actual amount of Food Sales, the number of Food Waste Reduction Percentage is susceptible to FX-rate changes and as a result may not reflect the actual reduction of Tonnes of Food Waste that an investor may expect. Also, the Issuer may not be able to provide information to investors in relation to meeting the Food Waste Condition or the Carbon Emissions Condition, or on its trajectory to meet the Food Waste Condition or the Carbon Emissions Condition and as a result an investment in the Notes may not meet the expectations or investment requirements a Noteholder may have. See also the risk factor "*Failure to meet the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold may have a material impact on the market price of the Notes and could expose the Group to reputational*

risks." below for a description of the risks that the Group may not achieve the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold.

The Group's Food Waste Reduction Percentage Threshold and Carbon Emission Reduction Percentage Threshold are aimed at reducing Food Waste and Carbon Emissions, respectively. Each of these thresholds is therefore uniquely tailored to the Group's business, operations and capabilities, and it does not easily lend itself to benchmarking against similar sustainability performance targets, and the related performance, of other issuers.

A basis for the determination of the definitions of "green", "sustainable" and "sustainability-linked" has been established pursuant to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the **EU Sustainable Finance Taxonomy**). While the Group's sustainability strategy (which embeds the key performance indicators to which the Notes are linked) and its related investments aim to be aligned with the relevant objectives for the EU Sustainable Finance Taxonomy, until the technical screening criteria for such objectives have been developed it is not known to what extent the investments planned in the Group's sustainability strategy will satisfy those criteria. Accordingly, once the technical screening criteria are established, there is no certainty to what extent the investments planned in the Group's sustainability strategy (also underlying the Notes through their link to certain key performance indicators) will be aligned with the EU Sustainable Finance Taxonomy.

Prospective investors in the Notes should have regard to the information set out herein and must determine for themselves the relevance of such information for the purpose of any investment in the Notes, together with any other investigation such investor deems necessary.

Adverse environmental or social impacts may occur during the design, construction and operation of any investments Ahold Delhaize makes in furtherance of the target for the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold, or such investments may become controversial or criticized by activist groups or other stakeholders.

No Step Up Event shall occur in the case of the failure of the Issuer to satisfy the Food Waste Condition or the Carbon Emissions Condition as a result of substantial acquisitions by Ahold Delhaize as further described in the Conditions.

Finally, no Event of Default shall occur under the Conditions, nor will the Issuer be required to repurchase or redeem the Notes, if the Issuer fails to meet its Food Waste Condition or Carbon Emissions Condition, or does not provide relevant information to investors in relation to meeting the Food Waste Condition or the Carbon Emissions Condition, each as further described in the Conditions.

Failure to meet the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold may have a material impact on the market price of the Notes and could expose the Group to reputational risks.

Although the Issuer intends to reduce the Group's Food Waste and Carbon Emissions, there can be no assurance of the extent to which it will be successful in doing so, that it may decide not to continue with achieving the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold or that any future investments it makes in furtherance of achieving the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Any of the above could adversely impact the trading price of the Notes and the price at which a Noteholder will be able to sell the Notes in such circumstance prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder. See also the risk factor "*The Notes may*

not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics" above for a description of the risk that the Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics.

In addition, a failure by the Group to meet the Food Waste Condition, the Carbon Emissions Condition or any such similar sustainability performance targets the Group may choose to include in any future financings would not only result in increased interest payments under the Notes or other relevant financing arrangements, but could also harm the Group's reputation. Furthermore, the Group's efforts in achieving the Food Waste Reduction Percentage Threshold and the Carbon Emission Reduction Percentage Threshold may become controversial or be criticised by activist groups or other stakeholders. Each of such circumstances could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

A portion of the Group's indebtedness includes certain triggers linked to sustainability key performance indicators.

A portion of the Ahold Delhaize indebtedness includes certain triggers linked to sustainability key performance indicators such as Food Waste reduction, Carbon Emission reduction and promotion of healthier eating which must be complied with by Ahold Delhaize, and in respect of which a step up of interest option may apply.

The ability to achieve such sustainability key performance indicators depends on a number of factors outside the Group's control, including the performance of certain products supplied by third parties including refrigeration systems as well as other factors. The failure to meet such sustainability key performance indicators will result in increased interest amounts under such indebtedness, which would increase the Group's cost of funding and which could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

The way in which, and the industry standards on the basis of which, the Group calculates its Food Waste and Carbon Emissions may change over time, each of which may impact the ability of the Group to meet the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold.

Ahold Delhaize defines Food Waste as food waste in Ahold Delhaize Operations which consists of any removal of Food (as defined in Condition 4(b) (*Adjustment of Rate of Interest*)) from the food supply chain that is or was at some point fit for human consumption, but has been disposed of, or has spoiled or expired, mainly as a result of economic behaviour, poor stock management or neglect. It excludes donations from hunger relief organisations, theft, and cash shortages.

Ahold Delhaize has not obtained third-party analysis of its definition of Food Waste or how such definitions relate to any sustainability-related standards. Food Waste is measured according to the Food Loss & Waste (FLW) Standard (<https://flwprotocol.org/>). Food Waste is part of the ESG information in the Annual Report that is assured by the External Verifier.

Ahold Delhaize defines Carbon Emissions as a calculated CO₂ equivalent (actual CO₂ emitted plus equivalent emissions from other greenhouse gases (such as CH₄, N₂O and F-gases)) of Scope 1 and Scope 2 emissions from its operations expressed in thousand tonnes, as calculated in good faith by the Issuer, and published by the Issuer as of a given date and reported by the Issuer in its Annual Report in accordance with Condition 4(c) (*Available Information*). Carbon Emissions is part of the ESG information in the Annual Report that is assured by the External Verifier.

Food Waste and Carbon Emissions calculations are carried out internally, i.e. by the Group itself, based on broadly accepted standards and reported externally.

The Group currently follows the FLW Standard and considers all food and the associated inedible parts that are removed from the supply chain as "food waste". This includes food that goes to the following destinations,

as defined by FLW: animal feed, bio-based materials, anaerobic digestion, composting, controlled combustion, and landfill.

The carbon footprint methodology follows the guidelines of the World Business Council for Sustainable Development (**WBCSD**) / World Resources Institute (**WRI**) Greenhouse Gas (**GHG**) Protocol regarding corporate greenhouse gas accounting and reporting. Ahold Delhaize uses the latest available emission factors in its reporting.

Such industry wide accepted standards may evolve over time and investors should be aware that the way in which the Group calculates its Food Waste and Carbon Emissions may also change over time, each of which may impact, positively or negatively, the ability of Ahold Delhaize to meet the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold, which could in turn adversely affect the market price of the Notes and/or the reputation of the Group. See also the risk factor "*Failure to meet the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold may have a material impact on the market price of the Notes and could expose the Group to reputational risks.*" above for a description of the risks that the Group may not achieve the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold.

Risks related to the admission of the Notes to trading on a regulated market

There is no active trading market for the Notes.

The Notes are new securities that may not be widely traded and for which there is currently no active trading market. The Issuer has filed an application to have the Notes admitted to listing and trading on Euronext Amsterdam. If the Notes are admitted to trading after their issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is no assurance that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Notes. Therefore, investors may not be able to sell their Notes easily or at all, or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Notes. In the event that put options are exercised in accordance with Condition 5(c) (*Redemption at the option of Noteholders*) of the Terms and Conditions, liquidity will be reduced for the remaining Notes. Furthermore, it cannot be guaranteed that the admission to listing and trading once approved will be maintained.

Risks related to the market generally

The market value of the Notes may be affected by the creditworthiness and the credit rating of the Issuer, the credit rating of the Notes and a number of additional factors.

The value of the Notes may be affected by the creditworthiness and the credit rating of the Issuer, the credit rating of the Notes and a number of additional factors, such as market interest and yield rates and the time remaining to the maturity date and more generally all economic, financial and political events in any country, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. S&P and Moody's have assigned ratings to the Issuer and to the Notes. The ratings may not reflect the potential impact of all risks related to the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the assigning rating agency at any time.

Any of the factors indicated above could adversely impact the trading price of the Notes. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

Financial condition of the Issuer could necessitate an increase in its indebtedness.

In the future, the Issuer could decide to increase its indebtedness, which could make it difficult to meet its obligations in the context of the Notes or could cause the value of the Notes to decrease. The general conditions of the Notes do not limit the amount of unsecured debts that the Issuer can incur. If the Issuer incurs additional debts, this could have important consequences for the Noteholders, as it could become more difficult for the Issuer to meet its obligations with respect to the Notes, which could lead to a loss in the commercial value of the Notes.

The Issuer may not have the ability to repay the Notes.

The Issuer may not be able to repay the Notes at their maturity. The Issuer may also be required to repay all or part of the Notes in the event of a default. If the Noteholders were to ask the Issuer to repay their Notes following an event of default, the Issuer cannot be certain that it will be able to pay the required amount in full. The Issuer's ability to repay the Notes will depend on the Issuer's financial condition (including its cash position resulting from its ability to receive income and dividends from its subsidiaries (see above)) at the time of the requested repayment, and may be limited by law, by the terms of its indebtedness and by the agreements that it may have entered into on or before such date, which may replace, supplement or amend its existing or future indebtedness. The Issuer's failure to repay the Notes may result in an event of default under the terms of other outstanding indebtedness.

Risks related to the holding of the Notes

Denominations involve integral multiples: definitive Notes.

The Notes have denominations consisting of a minimum of €100,000 plus one or more higher integral multiples of €1,000. It is possible that the Notes may be traded in amounts that are not integral multiples of €100,000. In such a case a holder who, as a result of trading such amounts, holds an amount that is less than €100,000 in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to €100,000. Therefore, if definitive Notes are issued, holders should be aware that definitive Notes that have a denomination that is not an integral multiple of €100,000 may be illiquid and difficult to trade.

The Notes may be exposed to exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The Issuer, the Paying Agents and the Managers may engage in transactions adversely affecting the interests of the Noteholders.

The Paying Agents and the Managers might have conflicts of interests that could have an adverse effect on the interests of the Noteholders. Potential investors should be aware that the Issuer is involved in a general business relationship or/and in specific transactions with the Paying Agents or/and each of the Managers and that they might have conflicts of interests that could have an adverse effect to the interests of the Noteholders. Potential

investors should also be aware that the Paying Agents, and each of the Managers may hold from time to time debt securities, shares or/and other financial instruments of the Issuer.

Within the framework of a normal business relationship with its banks, the Issuer entered into loans and other facilities (the **Funding Transactions**) with each of the Managers (via bilateral transactions or/and syndicated loans together with other banks). These Funding Transactions may include different or/and additional terms (and other covenants) compared to the terms of the proposed Notes.

All or some of the Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. All or some of the Managers and their affiliates may have positions, deal or make markets in the Notes, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies with the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In particular (but without providing an exhaustive overview herein), a potential purchaser of Notes should note that the Terms and Conditions do not include an event of default clause specifically protecting the Noteholders against a potential sale of all or substantially all of the assets of the Issuer or one of its material subsidiaries, or/and any change to the general nature of the business of the Issuer from that carried out on the Issue Date and having (or being capable of having) a material adverse effect on the Issuer to perform or comply with its obligations under the Notes.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. All or some of the Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect liquidity and future trading prices of the Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

PART II: IMPORTANT INFORMATION

All references in this document to **euro**, **EUR** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

In connection with the issue of the Notes, BofA Securities Europe SA (the **Stabilizing Manager**) (or any person acting on behalf of the Stabilizing Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any such stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilization action or over-allotment must be conducted by the Stabilizing Manager in accordance with all applicable laws and rules.

The summaries and descriptions of legal provisions, accounting principles or comparisons of such principles, legal company forms or contractual relationships reported in the Prospectus may in no circumstances be interpreted as investment, legal or tax advice for potential investors. Potential investors are urged to consult their own advisor, bookkeeper or other advisors concerning the legal, tax, economic, financial and other aspects associated with the subscription to the Notes.

The Notes are intended to be held in a manner which would allow eligibility for the central banking system for the euro (the **Eurosystem**). This simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behavior of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

When potential investors make a decision to invest in the Notes, they should base this decision on their own research of the Issuer and the conditions of the Notes, including, but not limited to, the associated benefits and risks. The investors must themselves assess, with their own advisors if necessary, whether the Notes are suitable for them, considering their personal income and financial situation. In case of any doubt about the risk involved in purchasing the Notes, investors should abstain from investing in the Notes.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Notes. The investors should consult their legal advisers to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. Potential investors are advised not to rely upon the tax summary contained in this Prospectus but to seek the advice of a tax professional regarding their individual tax liabilities with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with Part XIII (*Taxation*).

PART III: KEY FEATURES OF THE NOTES

The following overview refers to certain provisions of the Terms and Conditions and is qualified by the more detailed information contained elsewhere in this Prospectus. Capitalized terms that are defined in the Terms and Conditions have the same meaning when used in this overview. References to numbered Conditions are to the Terms and Conditions as set out under Part V (*Terms and Conditions of the Notes*).

Issuer:	Koninklijke Ahold Delhaize N.V.
Legal entity identifier (LEI):	724500C9GNBV20UYRX36
The Notes:	EUR 600,000,000 0.375% Sustainability-Linked Notes due 2030, to be issued by the Issuer on March 18, 2021.
Fiscal Agent:	Deutsche Bank AG, London Branch
Joint Bookrunners:	BNP Paribas, BofA Securities Europe SA, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, J.P. Morgan AG and Société Générale.
Co-Managers:	ABN AMRO Bank N.V., Coöperatieve Rabobank U.A., ING Bank N.V., Belgian Branch, KBC Bank NV and Wells Fargo Securities Europe S.A.
Interest:	The Notes bear interest from, and including, March 18, 2021 at the rate of 0.375% per annum payable annually in arrears on March 18 in each year, commencing on March 18, 2022. For any Interest Period commencing on or after the Interest Payment Date immediately following a Step Up Event, if any, the Rate of Interest shall be 0.625% per annum. For the avoidance of doubt, an increase in the Rate of Interest may occur no more than once.

Step Up Event means:

- (i) the failure of the Issuer, to satisfy the Food Waste Condition or the Carbon Emission Condition following the date on which the Issuer is required to publish the Assurance Report for the period ending on the Sustainability Performance Reference Date pursuant to Condition 4(c) (*Available Information*), provided that no Step Up Event shall occur in case of the failure of the Issuer to satisfy the Food Waste Condition or Carbon Emission Condition due to one or more acquisitions having completed by the Issuer since the Issue Date which in aggregate represent more than 5% of total assets of the Issuer, as calculated by reference to the audited consolidated financial statements of the Issuer for the financial year ending on January 3, 2021, as determined by the Issuer in its sole discretion, and any such determination shall, in the

absence of manifest error, be conclusive and binding on all parties; or

- (ii) the failure by the Issuer to comply with its obligations under Condition 4(c) (*Available Information*).

Please see Condition 4(b) (*Adjustment of Rate of Interest*) and Condition 4(c) (*Available Information*) for further details.

Redemption:

Except as provided in (i) Condition 5(b) (*Redemption for tax reasons*), (ii) Condition 5(c) (*Redemption at the option of Noteholders*), (iii) Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*), (iv) Condition 5(e) (*Redemption at the option of the Issuer at Make-whole Premium*), (v) Condition 5(f) (*Redemption following exercise of Clean-up call*), and (vi) Condition 5(g) (*Partial redemption*), the Notes may not be redeemed before their final maturity on March 18, 2030.

Negative Pledge:

The terms of the Notes contain a negative pledge provision that is described in Condition 3 of the Terms and Conditions.

Status of the Notes:

The Notes will constitute direct, unconditional and (subject to the provisions of Condition 3 of the Terms and Conditions) unsecured obligations of the Issuer and will rank *pari passu* among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but only to the extent permitted by applicable laws relating to creditors' rights.

Cross Guarantee Agreement:

The Issuer is party to a Cross Guarantee Agreement, dated as of May 21, 2007, as amended from time to time, with Delhaize Le Lion / De Leeuw Comm VA, Delhaize US Holding, Inc. and certain of the subsidiaries of Delhaize US Holding, Inc., under which each company party to the Cross Guarantee Agreement guarantees fully and unconditionally, jointly and severally, the existing financial indebtedness of parties to the Cross Guarantee Agreement set forth in the thereto and all future unsubordinated financial indebtedness of any party to the Cross Guarantee Agreement from the date such party became a party to the Cross Guarantee Agreement.

If any sum owed to a creditor by a guarantor pursuant to its guarantee under the Cross Guarantee Agreement is not recoverable from such guarantor for any reason whatsoever, then such guarantor is obligated, forthwith upon demand by such creditor, to pay such sum by way of a full indemnity.

Modification and Substitution:

The Terms and Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions and the Agency Agreement contain provisions for, *inter alia*, modification of any of the provisions of Notes or the substitution of the Issuer by any directly or indirectly wholly owned subsidiary of the Issuer as principal debtor in respect of the Notes, as further described in Condition 16 of the Terms and Conditions.

Withholding Tax and Additional Amounts:

If applicable law should require that payments of principal or interest made by the Issuer in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by the Netherlands, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, subject to customary exceptions, as described in Condition 7 of Terms and Conditions.

Listing and admission to trading:

Application has been made for the listing and trading of the Notes on Euronext Amsterdam.

Governing Law:

The Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, Dutch law.

Form:

The Notes will be issued in bearer form in denominations of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000.

Credit Ratings:

The Notes are expected to be assigned on issue a rating of S&P and Moody's. A credit rating is not a recommendation to buy, sell or hold securities and is subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of a credit rating assigned to the Issuer may adversely affect the market price of the Notes.

S&P and Moody's are established in the European Union and are registered under the Regulation 1060/2009/EC on credit rating agencies, as amended.

Selling Restrictions:

The Notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States. The Notes may be sold in other jurisdictions only in compliance with

applicable laws and regulations. See "*Subscription and Sale*" below.

Risk Factors:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes. These are set out under "*Risk Factors*" above and include various risks relating to the Issuer's business. In addition, there are certain factors that are material for the purpose of assessing the market risks associated with the Notes. These are set out under "*Risk Factors*" and include the fact that the Notes may not be a suitable investment for all investors and certain market risks.

Use of Proceeds:

The net proceeds from the issue of the Notes will be applied by Ahold Delhaize for the refinancing of some financial indebtedness as well as for general corporate purposes. See Part XII (*Use of Proceeds*).

International Securities Identification Number (ISIN Code):

XS2317288301

Common Code:

231728830

CFI:

DBFNFB

FISN:

KONINKLIJKE AHO/.375EUR NT 20300318

PART IV: DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus shall be read and construed in conjunction with the documents listed below, which have been previously published or are published simultaneously with this Prospectus and which have been filed with the AFM. Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document that is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

- (a) The articles of association of the Issuer, which can be obtained from <https://www.aholddelhaize.com/media/5248/20170809-articles-koninklijke-ahold-delhaize-nv-after-conversion.pdf>;
- (b) the publicly available audited annual financial statements of the Issuer for the financial year ended January 3, 2021 (the **2020 Audited Financial Statements**) (prepared in accordance with International Financial Reporting Standards as adopted by the EU (IFRS-EU) and also in compliance with Part 9 of Book 2 of the Dutch Civil Code) that appear on pages 142 to 214 (inclusive) of the Issuer's Annual Report 2020 (the **2020 Annual Report**) and the independent auditor's report that appears on pages 239 to 245 (inclusive) of the 2020 Annual Report, which can be obtained from <https://www.aholddelhaize.com/media/10540/ahold-delhaize-annual-report-2020.pdf>;
- (c) the publicly available audited annual financial statements of the Issuer for the financial year ended December 29, 2019 (the **2019 Audited Financial Statements**) (prepared in accordance with International Financial Reporting Standards as adopted by the EU (IFRS-EU) and also in compliance with Part 9 of Book 2 of the Dutch Civil Code) that appear on pages 119 to 192 (inclusive) of the Issuer's Annual Report 2019 (the **2019 Annual Report**) and the independent auditor's report that appears on pages 204 to 212 (inclusive) of the 2019 Annual Report, which can be obtained from <https://www.aholddelhaize.com/media/10196/ahold-delhaize-annual-report-2019.pdf>; and
- (d) pages 6 to 51 (inclusive) (*Strategic Report*), pages 53 to 73 (inclusive) (*Group review*), pages 82 to 83 (inclusive) (*Outlook*), pages 97 to 98 (inclusive) (*Multiple-year overview*), pages 99 to 104 (inclusive) (*Definitions: Performance measures*), pages 106 to 114 (inclusive) (*Governance*), pages 224 to 238 (inclusive) (*ESG statements*) and the independent auditor's report that appears on pages 246 to 247 (inclusive) of the 2020 Annual Report, which can be obtained from <https://www.aholddelhaize.com/media/10540/ahold-delhaize-annual-report-2020.pdf>.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered offices of the Issuer and the website of the Issuer (www.aholddelhaize.com). For more information about the Issuer, please contact:

Koninklijke Ahold Delhaize N.V.
Investor relations
Provincialeweg 11
1506 MA Zaandam
The Netherlands
Tel: +31-88-659-5213

PART V: TERMS AND CONDITIONS OF THE NOTES

The EUR 600,000,000 0.375% Sustainability-Linked Notes due 2030 (the **Notes**), which expression includes any further notes issued pursuant to Condition 14 (*Further issues*) and forming a single series therewith of Koninklijke Ahold Delhaize N.V. (the **Issuer**) are the subject of a fiscal agency agreement dated March 18, 2021 (as amended or supplemented from time to time, the **Agency Agreement**) between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the **Fiscal Agent**, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the **Paying Agents**, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). Certain provisions of these Terms and Conditions are summaries of the Agency Agreement and subject to its detailed provisions. The holders of the Notes (the **Noteholders**) and the holders of the related interest coupons (the **Couponholders** and the **Coupons**, respectively) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices (as defined in the Agency Agreement) of each of the Paying Agents, the initial Specified Offices of which are set out below.

In these Terms and Conditions the terms set out below shall have the following meanings:

Borrowed Moneys means any indebtedness for borrowed money with an original maturity of 12 months or more, the aggregate outstanding principal amount of which is greater than EUR 500,000,000 or the equivalent thereof in any other currency or currencies.

Calculation Date means the third business day preceding the Make-whole Redemption Date.

A **Change of Control** shall be deemed to have occurred at each time (whether or not approved by the Management Board or Supervisory Board of the Issuer) that any person or persons (**Relevant Person(s)**) acting in concert or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own (A) more than 50 per cent. of the issued ordinary share capital of the Issuer or (B) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of shareholders of the Issuer, provided that in the case of (B) above, a Change of Control shall not be deemed to have occurred if such number of shares is acquired or comes to be owned by Stichting Continuïteit Ahold Delhaize and provided further that, for the avoidance of doubt, a Change of Control shall not be deemed to have occurred if a public offer has been made for the shares in the Issuer and such offer is not effected.

Change of Control Period means the period ending 90 days after the occurrence of the Change of Control.

Cross Guarantee Agreement means the cross guarantee agreement dated May 21, 2007 among the Issuer, Delhaize Le Lion / De Leeuw Comm. VA, Delhaize US Holding, Inc. and certain of the subsidiaries of Delhaize US Holding, Inc. (as amended or updated from time to time).

Extraordinary Resolution means a resolution passed at a meeting of Noteholders (whether originally convened or resumed following an adjournment) duly convened and held in accordance with the Agency Agreement by a majority of not less two thirds of the votes cast.

Guarantor means each party to the Cross Guarantee Agreement.

Major Subsidiary means a Subsidiary of the Issuer, the assets of which represent more than 25 per cent. of the assets of the Issuer and the Issuer's Subsidiaries on a consolidated basis, according to the most recent annual consolidated financial statements of the Issuer.

Make-whole Redemption Amount means the sum of:

(i) the greater of (x) the principal amount of the Notes so redeemed and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes up to the date falling three months prior to the Maturity Date (excluding any interest accruing on the Notes to, but excluding, the relevant Make-whole Redemption Date) discounted to the relevant Make-whole Redemption Date on an annual basis at the Make-whole Redemption Rate plus a Make-whole Redemption Margin; and

(ii) any interest accrued but not paid on the Notes to, but excluding, the Make-whole Redemption Date,

as determined by the Quotation Agent and as notified on the Calculation Date by the Quotation Agent to the Issuer and the Fiscal Agent.

Make-whole Redemption Margin means 0.15 per cent.

Make-whole Redemption Rate means the average of the number of quotations given by the Reference Dealers of the mid-market yield to maturity of the Reference Security on the third business day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time (CET)).

Managers means each of BNP Paribas, BofA Securities Europe SA, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, J.P. Morgan AG and Société Générale and ABN AMRO Bank N.V., Coöperatieve Rabobank U.A., ING Bank N.V., Belgian Branch, KBC Bank NV and Wells Fargo Securities Europe S.A.

Material Subsidiary means a Subsidiary

(i) whose (a) revenues, or (b) total assets (in each case determined on a non-consolidated basis and determined on a basis consistent with the preparation of the consolidated financial statements of the Issuer) represent (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate, are equal to) no less than ten (10) per cent. of the consolidated revenues or total assets (as the case may be) of the Issuer, all as calculated respectively by reference to the then latest audited financial statements of such Subsidiary and the then latest audited consolidated financial statements of the Issuer provided that:

(A) in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate, the reference to the then latest audited consolidated financial statements of the Issuer for the purposes of the calculation above shall, until consolidated financial statements of the Issuer for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first mentioned financial statements as if such Subsidiary had been shown in such accounts by references to its then latest audited financial statements, adjusted as deemed appropriate by the auditors of the relevant Subsidiary from time to time (the **Auditors**); and

(B) in the case of a Subsidiary in respect of which no audited financial statements are prepared, its revenues and total assets shall be determined on the basis of pro-forma financial statements of the relevant Subsidiary prepared for this purpose by the Auditors on the basis of accounting principles consistent with those adopted by the Issuer; or

(ii) to which is transferred the whole or substantially the whole of the business, undertaking or assets of a Subsidiary which prior to transfer is a Material Subsidiary, provided that the transferor

Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary pursuant to this sub-paragraph (ii) on the date on which the consolidated financial statements of the Issuer for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements have been prepared and audited as aforesaid by virtue of the provisions of sub-paragraph (i) above or before, on or at any time after such date by virtue of the provisions of this sub-paragraph (ii).

A report by the Auditors that, in their opinion, a Subsidiary is or is not or was not at any particular time or throughout any specified period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

Maturity Date means March 18, 2030.

Quotation Agent means Deutsche Bank AG, London Branch or any other financial institution appointed by the Issuer.

Rating Agency means S&P Global Ratings Europe Limited or Moody's France SAS and their respective successors or affiliates or any other rating agency of equivalent international standing specified from time to time by the Issuer.

A **Rating Downgrade (Change of Control)** shall be deemed to have occurred in respect of a Change of Control (i) if within the Change of Control Period any rating previously assigned to the Issuer at its request by any two Rating Agencies (if three Rating Agencies have assigned a rating to the Issuer at its request) or by any Rating Agency (if only one or two Rating Agencies have assigned a rating to the Issuer at its request) is (x) withdrawn or (y) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) or (z) (if the rating assigned to the Issuer by any two Rating Agencies at its request shall be below an investment grade rating (as described above)) lowered one full rating category (from BB+/Ba1 to BB/Ba2 or such similar lower or equivalent rating), or (ii) if at the time of the Change of Control there is no rating assigned to the Issuer and no Rating Agency assigns during the Change of Control Period an investment grade credit rating (as described above) to the Issuer (unless the Issuer is unable to obtain such a rating within such period having used all reasonable endeavors to do so and such failure is unconnected with the occurrence of the Change of Control) provided, in each case, that a Rating Downgrade (Change of Control) otherwise arising by virtue of a particular change in rating, or failure to obtain an investment grade rating (as described above) shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency making the change in or withdrawing the rating, or failing to award an investment grade rating (as described above), to which this definition would otherwise apply does not announce publicly or confirm in writing to the Issuer that the withdrawal, reduction or such failure was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control.

Rating Downgrade (Disposition) means a downgrade of any rating of the Issuer by a Rating Agency, following a downgrade of any rating of the Issuer by the other Rating Agency (it being understood that a Rating Downgrade (Disposition) will only occur at the time where the second Rating Agency announces the downgrade).

Reference Dealers means each of the four banks (that may include the Managers) selected by the Quotation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

Reference Security means DBR 0% due February, 2030 (ISIN: DE0001102499). If a Reference Security is no longer outstanding, a Similar Security will be chosen by the Quotation Agent at 11:00 a.m. (CET) on

the Calculation Date, quoted in writing by the Quotation Agent to the Issuer and published in accordance with Condition 15 (*Notices*).

Relevant Debt means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures or other securities that are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over the counter or other securities market.

Similar Security means a reference bond or reference bonds issued by the same issuer as the Reference Security having actual or interpolated maturity comparable with the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

Subsidiary means, at any particular time, a company that is then directly or indirectly controlled, or more than 50 per cent. of the issued share capital (or equivalent) of which is then beneficially owned by the Issuer and/or one or more of its Subsidiaries. For a company to be “controlled” by another means that the other (whether directly or indirectly and whether by ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that company.

1. **Form, Denomination and Title**

The Notes are serially numbered and in bearer form in the denomination of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000, with Coupons attached at the time of issue. No Notes in definitive form will be issued with a denomination above EUR 199,000. Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such holder.

2. **Status**

- (a) *Status of the Notes.* The Notes constitute unsecured and unsubordinated obligations of the Issuer that will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) *Cross Guarantee Agreement.* The indebtedness of the Issuer under the Notes falls within the scope of, and benefits from, the Cross Guarantee Agreement. Under the Cross Guarantee Agreement, each Guarantor guarantees fully and unconditionally, jointly and severally the indebtedness of the Issuer under the Notes.

3. **Negative Pledge**

- (a) *Negative Pledge.* So long as any Note remains outstanding, the Issuer:
 - (i) will not create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest (together **Security**) upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt or any guarantee of or indemnity in respect of any Relevant Debt (save under the Cross Guarantee Agreement);
 - (ii) will procure that no Material Subsidiary (determined at the time of incurrence) creates or permits to subsist any Security upon the whole or any part of its undertaking, assets or revenues present

or future to secure any Relevant Debt issued by the Issuer or any guarantee of or indemnity in respect of any such Relevant Debt (save under the Cross Guarantee Agreement or as set forth under Condition 3(a)(iii) below); and

- (iii) will procure that no Material Subsidiary (determined at the time of incurrence) gives any guarantee of, or indemnity in respect of, any of the Relevant Debt of the Issuer; unless, at the same time or prior thereto, the Issuer's obligations under the Notes are secured equally and ratably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, or have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution.
- (b) The prohibition contained in this Condition 3 does not apply to Security either:
- (i) existing in connection with Relevant Debt that is assumed by the Issuer at the time of the assumption,
 - (ii) existing over undertakings, assets or revenues that are acquired by the Issuer at the time of acquisition, or
 - (iii) existing prior to an entity (whether or not a Subsidiary) becoming a Material Subsidiary.
- (c) For the avoidance of doubt, nothing in this Condition 3 is intended to prevent a Material Subsidiary from giving any guarantee or indemnity in respect of any obligations of any person other than in respect of Relevant Debt of the Issuer (as provided in Condition 3(a)(iii) above), nor in particular is anything in this Condition 3 intended to prevent any Material Subsidiary from giving together with the Issuer any guarantee or indemnity in respect of any Relevant Debt of any third person.

4. **Interest**

- (a) *Accrual of interest:* The Notes bear interest on the aggregate principal amount outstanding from March 18, 2021 (the **Issue Date**) at the rate of 0.375 per cent. per annum, (the **Rate of Interest**) payable in arrears on March 18 in each year (each, an **Interest Payment Date**), commencing on March 18, 2022, subject as provided in Condition 6 (*Payments*).

Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

If interest is required to be paid in respect of a Note on any other date, it shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the denomination of such Note divided by the Calculation Amount, where:

Calculation Amount means EUR 1,000;

Day Count Fraction means, in respect of any period, the number of days in the relevant period, from (and including) the first day in such period to (but excluding) the last day in such period, divided by the number of days in the Regular Period in which the relevant period falls; and

Regular Period means each period from (and including) the Issue Date or any Interest Payment Date to (but excluding) the next Interest Payment Date.

- (b) *Adjustment of Rate of Interest:* For any Interest Period commencing on or after the Interest Payment Date immediately following a Step Up Event, if any, each Note shall bear interest on its outstanding principal amount at the rate per annum equal to the Rate of Interest plus 0.250 per cent. per annum.

Any adjustment to the rate of interest under the Notes under this Condition 4(b) shall take effect and accrue in accordance with Condition 4(a) (*Accrual of interest*) from the Interest Payment Date immediately following the occurrence of a Step Up Event and shall be applied from such Interest Payment Date. For the avoidance of doubt, an increase in the Rate of Interest may occur no more than once in respect of the Notes.

The Issuer will notify the Fiscal Agent and Noteholders in accordance with Condition 15 (*Notices*) upon any change in the rate of interest under the Notes upon the occurrence of a Step Up Event as soon as reasonably practicable after such event occurs.

In these Terms and Conditions:

Ahold Delhaize Operations includes all owned stores, franchise stores, warehouses, distribution centers and offices where the Issuer and its Subsidiaries manage the waste stream;

Annual Report has the meaning given to it in Condition 4(c) (*Available Information*);

Assurance Report has the meaning given to it in Condition 4(c) (*Available Information*); limited assurance provided by the External Verifier;

Carbon Emissions means the carbon emission calculated CO₂ equivalent (actual CO₂ emitted plus equivalent emissions from other greenhouse gases (such as CH₄, N₂O and F-gases)) of Scope 1 (from sources that are owned or controlled by Ahold Delhaize) and Scope 2 (from the generation of electricity, heat, or steam consumed by Ahold Delhaize) equivalent emissions from Ahold Delhaize Operations expressed in thousand tonnes, as calculated in good faith by the Issuer, and published by the Issuer as of a given date and reported by the Issuer in accordance with Condition 4(c) (*Available Information*). Carbon Emissions is part of the ESG information in the Annual Report that is assured by the External Verifier;

Carbon Emissions Condition means the notification by the Issuer to the Fiscal Agent and the Noteholders in accordance with Condition 15 (*Notices*) in writing on the Step Up Event Notification Date that the Carbon Emission Reduction Percentage as of Sustainability Performance Reference Date was equal to or greater than the Carbon Emission Reduction Percentage Threshold. The Carbon Emission Reduction Percentage is reported by the Issuer in its Annual Report and is part of the ESG information in the Annual Report that is assured by the External Verifier in accordance with its customary procedures;

Carbon Emission Reduction Percentage means the proportion of Carbon Emissions that is reduced (expressed as a percentage) as of a given date reported by the Issuer in accordance with Condition 4(c) (*Available Information*): it is measured as a percentage change at the end of the financial year from the financial year ending December 30, 2018 (the **Carbon Emission Baseline Year**). During the Carbon Emission Baseline Year, the Issuer reported 3,658 thousand tonnes of Carbon Emission making the target of 2,597 thousand tonnes of Carbon Emission by the end of the financial year ending December 28, 2025 (a 29% Carbon Emission Reduction Percentage);

Carbon Emission Reduction Percentage Threshold means 29%;

External Verifier means in relation to a Step Up Event, a qualified provider of third-party assurance or attestation services appointed by the Issuer, to review the statement of the Issuer regarding the Step Up Event and to issue an Assurance Report in respect of the aforementioned statement;

Food includes baby food, vitamins, fruit and vegetables, frozen food, meat, chicken, fish, deli, cheese, convenience food, produce, seafood, bakery, beer, wine, spirits, meal components, soft drinks, dairy, hot drinks, dry grocery and impulse. It excludes VAT, pet food, flowers and plants, health and beauty, tobacco, and cleaning products;

Food Waste means any food not eaten by people: any food that is not sold, donated to hunger relief charities, or otherwise stays within a system to feed people, including unsold food sent to animal feed, composting, anaerobic digestion, and bio-material processing. Food Waste is measured according to the Food Loss & Waste Standard (<https://flwprotocol.org/>). Food Waste is part of the ESG information in the Annual Report that is assured by the External Verifier;

Food Waste Condition means the notification by the Issuer to the Fiscal Agent and the Noteholders in accordance with Condition 15 (*Notices*) in writing on the Step Up Event Notification Date that the Food Waste Reduction Percentage as of the Sustainability Performance Reference Date was equal to or greater than the Food Waste Reduction Percentage Threshold. The Food Waste Reduction Percentage is reported by the Issuer in its Annual Report and is part of the ESG information in the Annual Report that is assured by the External Verifier in accordance with its customary procedures;

Food Waste Reduction Percentage means the proportion of Tonnes of Food Waste per Food Sales that is reduced (expressed as a percentage) as of a given date reported by the Issuer, in accordance with Condition 4(c) (*Available Information*); it is measured as a percentage change at the end of a financial year from the financial year ending January 1, 2017 (the **Food Waste Baseline Year**). During the Food Waste Baseline Year, the Issuer reported 5.48 Tonnes of Food Waste per Food Sales making the target of 3.73 Tonnes of Food Waste per Food Sales during the financial year ending December 28, 2025 a 32% Food Waste Reduction Percentage;

Food Waste Reduction Percentage Threshold means 32%;

Step Up Event means:

- (i) the failure of the Issuer, to satisfy the Food Waste Condition or the Carbon Emission Condition for the period ending on the Sustainability Performance Reference Date pursuant to Condition 4(c) (*Available Information*), provided that no Step Up Event shall occur in case of the failure of the Issuer to satisfy the Food Waste Condition or Carbon Emission Condition due to one or more acquisitions having completed by the Issuer since the Issue Date which in aggregate represent more than 5% of total assets of the Issuer, as calculated by reference to the audited consolidated financial statements of the Issuer for the financial year ending on January 3, 2021, as determined by the Issuer in its sole discretion, and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties; or
- (ii) the failure by the Issuer to comply with its obligations under Condition 4(c) (*Available Information*);

Step Up Event Notification Date means a Business Day falling no later than 5 days prior to March 18, 2026;

Sustainability Performance Reference Date is December 28, 2025; and

Tonnes of Food Waste per Food Sales means the ratio of the tonnes of Food Waste per sales in company-operated stores and sales to franchise stores from Ahold Delhaize Operations measured in million Euros and excluding value added tax (VAT), as calculated in good faith by the Issuer, and published by the Issuer as of a given date and reported by the Issuer in accordance with Condition 4(c) (*Available Information*).

- (c) *Available Information*: Beginning with the publication of the Issuer's annual report including the audited consolidated financial statements of the Issuer (the **Annual Report**) for the financial year ending on January 3, 2021, the Issuer will publish on its website, and, in accordance with applicable laws, the ESG statements including the Food Waste Reduction Percentage and Carbon Emission Reduction Percentage, as of the end of each of its financial years, as well as an assurance report in respect of the ESG statements issued by the External Verifier (the **Assurance Report**). The Assurance Report and the ESG statements will be included in the Annual Report and will have the same reference date as the relevant Annual Report. At any point in the future, should the ESG statements not be included within the Annual Report, then the Assurance Report and the ESG statements may be published on the Issuer's website as soon as reasonably practicable, but in no event later than 30 days, subsequent to the date of publication of the Annual Report.

5. **Redemption and Purchase**

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date, subject as provided in Condition 6 (*Payments*).
- (b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their principal amount, together with interest accrued to the date fixed for redemption, if:
- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of The Netherlands and any other jurisdiction where the Issuer is engaged in the context of business/trade or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after March 16, 2021; and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it;

provided, however, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent:

- (A) a certificate signed by two managing directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and
- (B) an opinion of independent legal advisers of recognized standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Upon the expiry of any such notice as is referred to in this Condition 5(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 5(b).

- (c) *Redemption at the option of Noteholders:* If there occurs a Change of Control and within the Change of Control Period a Rating Downgrade (Change of Control) in respect of that Change of Control occurs (together called a **Put Event**), the holder of each Note will have the option to require the Issuer to redeem or, at the Issuer's option, to be exercised at the time, purchase (or procure the purchase of) that Note on the Put Settlement Date (as defined below) at a price equal to 101 per cent. of its principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Put Settlement Date.

The **Put Settlement Date** is the seventh day after the last day of the Change of Control Period.

Within five business days after the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 15 (*Notices*) specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option contained in this Condition 5(c).

In order to exercise the option contained in this Condition 5(c), the holder of a Note must deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto within the period of 45 days after a Put Event Notice is given as well as a duly completed put option notice (a **Put Option Notice**) in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed receipt for such Note (a **Put Option Receipt**) to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 5(c), may be withdrawn; *provided, however, that* if, prior to the Put Settlement Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Put Settlement Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 5(c), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

- (d) *Redemption at the option of the Issuer (Refinancing):* The Notes may be redeemed at the option of the Issuer in whole or in part from and including the date falling three months prior to the Maturity Date to but excluding the Maturity Date (the **Refinancing Call Settlement Date**) at a price equal to 100 per cent. of their principal amount on the Issuer's giving not less than 15 nor more than 30 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes specified in such notice on the Refinancing Call Settlement Date at such price plus accrued interest to such date).
- (e) *Redemption at the option of the Issuer at Make-whole Premium:* The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any date until the Maturity Date (each such date, a **Make-whole Redemption Date**) at the Make-whole Redemption Amount on the Issuer's giving not less than 15 nor more than 30 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes) on the relevant Make-whole Redemption Date at the Make-whole Redemption Amount.
- (f) *Redemption following exercise of Clean-up call:* The Notes will be redeemable at the option of the Issuer in whole, but not in part, on any Interest Payment Date at any time when the aggregate principal amount of the Notes is equal to or less than 20 per cent. of the aggregate principal amount of the Notes issued (x) on the Issue Date and (y) if any, issued pursuant to Condition 14 (*Further Issues*).

Upon such redemption, the Issuer will redeem the Notes at 100 per cent. of their principal amount together with accrued interest to but excluding the Interest Payment Date, upon giving not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 15 (*Notices*) (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes).

- (g) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law and the rules of each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation, and the notice to Noteholders referred to in Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*) shall specify the serial numbers of the Notes so to be redeemed.
- (h) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) (*Scheduled redemption*) to (f) (*Redemption following exercise of Clean-up call*) above.
- (i) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured Coupons are purchased therewith.
- (j) *Cancellation*: All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

6. **Payments**

- (a) *Principal*: Payments of principal shall be made only against presentation and (*provided that* payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by Euro cheque drawn on, or by transfer to a Euro account (or other account to which Euro may be credited or transferred) maintained by the payee with, a bank in a city in which banks have access to the TARGET System.
- (b) *Interest*: Payments of interest shall, subject to paragraph (h) (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (*provided that* payment is made in full) surrender of the appropriate *Coupons* at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) (*Principal*) above.
- (c) *Interpretation*: In these Terms and Conditions:

TARGET2 means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007;

TARGET Settlement Day means any day on which TARGET2 is open for the settlement of payments in euro;

and

TARGET System means the TARGET2 system.

- (d) *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the

provisions of Condition 7 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments by the Issuer.

- (e) *Deduction for unmatured Coupons*: If a Note is presented without all unmatured Coupons relating thereto, then:
- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons the gross amount of which actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the **Relevant Coupons**) being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) the gross amount of which actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) (*Principal*) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons. No payments will be made in respect of void coupons.

- (f) *Unmatured Coupons void*: On the due date for redemption of any Note pursuant to Condition 5(a) (*Scheduled redemption*), Condition 5(b) (*Redemption for tax reasons*), Condition 5(c) (*Redemption at the option of Noteholders*), Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*), Condition 5(e) (*Redemption at the option of the Issuer at Make-Whole Premium*), Condition 5(f) (*Redemption following exercise of Clean-up call*) or Condition 8 (*Events of Default*), all unmatured Coupons (if any) relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) *Payments on business days*: If the due date for payment of any amount in respect of any Note or Coupon is not a business day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding business day in such place and shall not be entitled to any further interest or other payment in respect of any such delay. In this paragraph, **business day** means, in respect of any place of presentation, any day on which banks are open for presentation and payment of bearer debt securities and for dealings in foreign currencies in such place of presentation and, in the case of payment by transfer to a Euro account as referred to above, on which the TARGET System is open.

- (h) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States.
- (i) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and the date of such payment.

7. **Taxation**

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of The Netherlands or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with The Netherlands other than the mere holding of the Note or Coupon;
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days; or
- (c) where such withholding or deduction is required to be made pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

In these Terms and Conditions, **Relevant Date** means whichever is the later of (1) the date on which the payment in question first becomes due and (2) if the full amount payable has not been received in a city in which banks have access to the TARGET System by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

Any reference in these Terms and Conditions to principal or interest shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) that may be payable under this Condition 7 (*Taxation*).

If the Issuer becomes subject at any time to any taxing jurisdiction other than The Netherlands, references in these Terms and Conditions to The Netherlands shall be construed as references to The Netherlands and/or such other jurisdiction.

8. **Events of Default**

If any of the following events occurs and is continuing :

- (a) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Notes within 7 days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 15 days of the due date for payment thereof; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent, provided that a default by the Issuer in the performance or observance of any of its obligations under Condition 4(c) (*Available Information*) shall not constitute an event of default for the purposes of this Condition 8; or
- (c) *Cross-default of Issuer or Subsidiary*: the Issuer or any Material Subsidiary defaults in the payment of the principal of, or interest on, any other obligation in respect of Borrowed Moneys of, assumed or guaranteed by the Issuer or any Material Subsidiary, as the case may be, when and as the same shall become due and payable, if such default shall continue for more than the period of grace, if any, applicable thereto and the time for payment of such interest, or principal, has not been effectively extended, or if any obligation in respect of Borrowed Moneys, of, assumed or guaranteed by the Issuer or the Material Subsidiary shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of an event of default thereunder; or
- (d) *Attachment*: an executory attachment (*executoriaal beslag*), or an interlocutory attachment (*conservatoir beslag*) is made on any substantial part of the assets of the Issuer and, in *either* case, is not cancelled or withdrawn within 30 days after the making thereof; or
- (e) *Insolvency, etc.*: the Issuer or a Material Subsidiary becomes bankrupt or applies for suspension of payment, or the Issuer or a Material Subsidiary offers a compromise to its creditors or negotiates with all its creditors another agreement relating to its payment difficulties, or such measures are officially decreed; or
- (f) *Security enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries over the whole or substantially all of the undertaking, assets or revenues of the Issuer or any of its Material Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person in respect thereof) and is not discharged or stayed within 30 days; or
- (g) *Winding up, etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or any of its Material Subsidiaries, other than a solvent liquidation or reorganization of any Material Subsidiary and except for the purpose of and followed by a reconstruction, amalgamation, reorganization, merger or consolidation (i) on terms approved by a resolution of the general meeting of Noteholders, or (ii) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or
- (h) *Analogous event*: any event occurs which under the laws of any relevant jurisdiction that has an analogous effect to any of the events referred to in paragraphs (d) (*Attachment*) to (g) (*Winding up, etc.*) above; or
- (i) *Cessation of business*: the Issuer shall cease to carry on substantially the whole of its business or shall dispose of substantially the whole of its assets; or

- (j) *Substitute Debtor*: any Substituted Debtor ceases to be at least 95 per cent. owned and controlled (directly or indirectly) by the Issuer; or
- (k) *Cross Guarantee Agreement*: the failure by any Guarantor to perform any covenant set out in the Cross Guarantee Agreement, applicable to such Guarantor or the repudiation by any Guarantor of its obligations under the Cross Guarantee Agreement, other than in compliance with the terms thereof, or the Cross Guarantee Agreement fails to be in full force and effect for any reason (subject to, for the avoidance of doubt, the grace period referred to in paragraph (b) (*Breach of other obligations*) above),

then any Note may, by written notice addressed by the holder thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its principal amount together with accrued interest without further action or formality.

9. **Undertaking**

Under these Terms and Conditions and the Cross Guarantee Agreement, for so long as any Note remains outstanding, all guarantees made by a Guarantor under the Cross Guarantee Agreement in respect of the Notes will be released and discharged, upon a sale, exchange, transfer or other disposition in a transaction or series of transactions over a twelve-month period (any such sale, exchange, transfer or other disposition in a transaction or series of transactions over a twelve-month period, a **Disposition**) to any person that is not the Issuer or a Subsidiary of the Issuer of all of the capital stock, or all or substantially of all the assets, of such Guarantor, if as a result of which such Guarantor ceases to be a Subsidiary of the Issuer.

With respect to a Disposition of such capital stock of, or a Disposition of such assets of, a Guarantor that is a Major Subsidiary, the Issuer hereby undertakes and agrees that no Guarantor that is a Major Subsidiary shall be released under the Cross Guarantee Agreement in respect of the Notes if after giving effect to such Disposition, a Rating Downgrade (Disposition) resulting (in whole or in part) from such Disposition shall occur.

10. **Prescription**

Claims for principal and interest shall become void unless the relevant Notes and Coupons are presented for payment within five years of the appropriate Relevant Date.

11. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent and the Paying Agent having its Specified Office in London subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

12. **Paying Agents**

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and do not assume any obligations toward or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent and additional or successor paying agents; *provided, however, that* the Issuer shall at all times maintain (a) a fiscal agent and (b) a paying agent in London.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

13. **Meetings of Noteholders; Modification**

- (a) *Meetings of Noteholders:* The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Terms and Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided, however, that* certain proposals (including any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of payments under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more persons holding or representing not less than two thirds or, at any adjourned meeting, one third of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of Noteholders, who for the time being are entitled to receive notice of a meeting of Noteholders, holding not less than 75 per cent. in principal amount of the Notes outstanding, will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Notes and these Terms and Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

14. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

15. **Notices**

Notices to the Noteholders shall be valid if published in a leading newspaper having general circulation in The Netherlands (which is expected to be the *Het Financieele Dagblad*) or, if such publication is

not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

16. **Substitution of the Issuer**

- (a) Koninklijke Ahold Delhaize N.V. and any company (incorporated in any country in the world) of which Koninklijke Ahold Delhaize N.V. holds directly or indirectly more than 95 per cent. of the shares or other equity interest carrying voting rights, may, at any time, substitute the Issuer (which for the purpose of this Condition 16, save where the context requires otherwise, includes any previous substitute of the Issuer) as the principal debtor in respect of the Notes (any company so substituting the Issuer, the **Substituted Debtor**), and the Noteholders and the Couponholders hereby irrevocably agree in advance to any such substitution, provided that:
- (i) such documents shall be executed, and notices be given, by the Substituted Debtor and the Issuer as the Fiscal Agent may deem reasonably necessary to give full effect to the substitution and pursuant to which the Substituted Debtor shall undertake in favor of each Noteholder and Couponholder to be bound by these Terms and Conditions and the provisions of the Agency Agreement as the principal debtor in respect of the Notes and Coupons in place of the Issuer;
 - (ii) in accordance with and subject to Condition 7 (*Taxation*), no taxes or duties shall be required to be withheld or deducted at source in the territory where the Substituted Debtor is incorporated, domiciled or resident (unless the withholding or deduction would be borne by the Substituted Debtor, in which case Condition 7 (*Taxation*) shall apply or unless the Issuer was required by law to make such withholding or deduction before the substitution);
 - (iii) all necessary governmental and regulatory approvals and consents for such substitution and for the giving by Koninklijke Ahold Delhaize N.V. of the Substitution Guarantee (as defined below) in respect of the obligations of the Substituted Debtor shall have been obtained and be in full force and effect;

and (where Koninklijke Ahold Delhaize N.V. is the Issuer being substituted as principal debtor by the Substituted Debtor) upon the Notes and Coupons becoming valid and binding obligations of the Substituted Debtor, Koninklijke Ahold Delhaize N.V. undertakes that it will irrevocably and unconditionally guarantee in favor of each Noteholder and Couponholder the payment of all sums payable by the Substituted Debtor as such principal debtor (such guarantee and hereinafter referred to as the **Substitution Guarantee**).

- (b) The Substituted Debtor shall forthwith give notice of the substitution to the Noteholders and the Couponholders in accordance with Condition 15 (*Notices*).

17. **Governing Law and Jurisdiction**

- (a) *Governing law:* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by the laws of The Netherlands.
- (b) *Submission to jurisdiction:* The Issuer submits for the exclusive benefit of the Noteholders and the Couponholders to the jurisdiction of the courts of Amsterdam, the Netherlands, judging in first instance, and their appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with the Agency Agreement, the Notes or the Coupons may be brought in any other court of competent jurisdiction.

PART VI: SUMMARY OF PROVISIONS RELATING TO NOTES WHILE IN GLOBAL FORM

The Notes will initially be in the form of the Temporary Global Note which will be deposited on or around the Closing Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Notes will be issued in new global note (NGN) form. On June 13, 2006 the European Central Bank (the ECB) announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the Eurosystem), provided that certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of June 30, 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after December 31, 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The Notes are intended to be held in a manner which would allow Eurosystem eligibility - that is, in a manner which would allow the Notes to be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Temporary Global Note will be exchangeable in whole or in part for interests in the Permanent Global Note not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

The Permanent Global Note will become exchangeable in whole, but not in part, for Notes in definitive form (Definitive Notes) in the denomination of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000 each at the request of the bearer of the Permanent Global Note if (a) Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 8 (*Events of Default*) of the Terms and Conditions occurs.

So long as the Notes are represented by a Temporary Global Note or a Permanent Global Note and the relevant clearing system(s) so permit, the Notes will be tradable only in the minimum authorized denomination of EUR 100,000 and higher integral multiples of EUR 1,000, notwithstanding that no Definitive Notes will be issued with a denomination above EUR 199,000.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons attached, in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) the Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then as from the start of the first day on which banks in Amsterdam and London are open for business following such an event (the **Relevant Time**), each Relevant Account Holder (as defined in the Permanent Global Note) shall be able to enforce against the Issuer all rights which the Relevant Account Holder in question would have had if, immediately before the Relevant Time, it had been the holder of Definitive Notes issued on the issue date of the Permanent Global Note in an aggregate principal amount equal to the principal amount of the relevant Entry (as defined in the Permanent Global Note) including, without limitation, the right to receive all payments due at any time in respect of such Definitive Notes other than payments corresponding to any already made under the Permanent Global Note, all in accordance with the provisions of the Permanent Global Note.

In addition, the Temporary Global Note and the Permanent Global Note will contain provisions that modify the Terms and Conditions as they apply to the Temporary Global Note and the Permanent Global Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Temporary Global Note and the Permanent Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Temporary Global Note or (as the case may be) the Permanent Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Temporary Global Note or (as the case may be) the Permanent Global Note, the Issuer shall procure that the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Payments on business days: In the case of all payments made in respect of the Temporary Global Note and the Permanent Global Note **business day** means any day on which (i) commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and (ii) the TARGET System is open.

Exercise of put option: In order to exercise the option contained in Condition 5(c) (*Redemption at the option of Noteholders*) of the Terms and Conditions the bearer of the Permanent Global Note must, within the period specified in the Terms and Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to any Paying Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*) of the Terms and Conditions in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with Condition 5(d) (*Redemption at the option of the Issuer (Refinancing)*) of the Terms and Conditions and the Notes to be redeemed will not be selected as provided in the Terms and Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount at their discretion).

Notices: Notwithstanding Condition 15 (*Notices*) of the Terms and Conditions, while all the Notes are represented by the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 15 (*Notices*) of the Terms and Conditions on the date of delivery to Euroclear and Clearstream, Luxembourg.

PART VII: DESCRIPTION OF THE CROSS GUARANTEE

The following section of the Prospectus summarizes selected provisions of the Cross Guarantee Agreement, dated as of May 21, 2007 as amended from time to time, between (among others) the Issuer (as successor to Delhaize), Delhaize Le Lion / De Leeuw Comm. VA, Delhaize US Holding, Inc. and certain of the U.S. subsidiaries of Delhaize US Holding, Inc. A copy of the Cross Guarantee Agreement (as amended or supplemented from time to time) will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuer.

The Issuer has sought and obtained a derogation in accordance with article 18(1) Prospectus Regulation from the requirement to include certain information in relation to the Guarantors (as defined below and excluding the Issuer) in accordance with Annex 21 and Annex 7 of the Commission Delegated Regulation (EU) 2019/980 (the **Delegated Regulation**) to the Prospectus Regulation. Such information has been omitted from the Prospectus, as, according to the Issuer all individual information of Annex 7 of the Delegated Regulation on Guarantors is of minor importance (*van minder belang*) in relation to trading of the Notes on a regulated market and would not influence the assessment of the financial position and prospects of the Issuer due to the fact that the Cross Guarantee Agreement ensures that investors have a claim in respect of the Notes against all of the Guarantors and the Issuer jointly and severally.

Overview

Pursuant to the Cross Guarantee Agreement, each company party thereto guarantees fully and unconditionally, jointly and severally the existing financial indebtedness and all future unsubordinated financial indebtedness (such as the Notes) of the Guarantors. On the date of this Prospectus, the **Guarantors** are the Issuer and its subsidiaries listed in the chart below under the heading “Guarantors”.

If any sum owed to a creditor by a Guarantor pursuant to its guarantee under the Cross Guarantee Agreement is not recoverable from such Guarantor for any reason whatsoever, then such Guarantor is obligated, forthwith upon demand by such creditor, to pay such sum by way of a full indemnity.

Financial Indebtedness

Under the Cross Guarantee Agreement, the term **financial indebtedness** of any person means, without duplication (and as each may be amended, modified, extended or renewed from time to time): (i) all obligations of such person under agreements for borrowed money; (ii) all obligations of such person evidenced by debentures, notes, bonds or similar instruments; (iii) all hedging obligations of such person; and (iv) all guarantees by such person of obligations of other persons of the type referred under (i), (ii) or (iii).

The term **person** means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal personality.

The term **hedging obligations** means, with respect to any person, the obligations of such person under: (i) currency exchange, interest rate or commodity swap agreements, cap agreements, floor agreements or collar agreements; and (ii) other similar agreements or arrangements designed to protect such person against fluctuations in currency exchange, interest rates or commodity prices.

Intercompany financial indebtedness is not guaranteed under the Cross Guarantee Agreement.

Ranking; Limit of Liability

The obligations of each Guarantor constitute direct, general, unconditional and unsubordinated obligations of such company that shall at all times rank at least *pari passu* with all of its other existing financial indebtedness guaranteed under the Cross Guarantee Agreement and its future unsubordinated financial indebtedness, save for such obligations as may be preferred by mandatory provisions of law. The obligations of each Guarantor are limited to the maximum amount that can be guaranteed without constituting a fraudulent conveyance or fraudulent transfer under applicable insolvency laws.

Applicability of Cross Guarantee Agreement

To the extent a Guarantor also guarantees financial indebtedness in an agreement other than the Cross Guarantee Agreement (an **Additional Guarantee**), such Additional Guarantee would fall under the scope of the Cross Guarantee Agreement, but the Cross Guarantee Agreement would not govern the terms of such Additional Guarantee. In other words, nothing contained in the Cross Guarantee Agreement in any way supersedes, modifies, replaces, rescinds or waives or in any way affects the provisions or any of the rights and obligations of such Guarantor and any creditor with respect to such Additional Guarantee.

Release of Guarantors and Guarantor Obligations

The obligations of a Guarantor under the Cross Guarantee Agreement (a **released Guarantor** in this paragraph), any lien created by such released Guarantor with respect to such obligations, and the obligations under the Cross Guarantee Agreement of all other Guarantors with respect to the financial indebtedness of the released Guarantor will be automatically and unconditionally released without any action on the part of any creditor:

- in connection with any sale, exchange, transfer or other disposition by such released Guarantor of all or substantially all of the assets of that released Guarantor, provided that the proceeds of that sale or other disposition are applied in accordance with the applicable provisions of any applicable financial indebtedness, or
- in connection with any sale, exchange, transfer or other disposition (including by way of merger, consolidation or otherwise), directly or indirectly, of capital stock of such released Guarantor, by the Issuer or any subsidiary thereof, to any person that is not the Issuer or a subsidiary of the Issuer, or an issuance by such released Guarantor of its capital stock, in each case as a result of which such released guarantor ceases to be a subsidiary of the Issuer,

provided, that: (i) such transaction is made in accordance with the applicable provisions of any applicable financial indebtedness; and (ii) such released Guarantor is also released from all of its obligations, if any, in respect of all other financial indebtedness of each other Guarantor under the Cross Guarantee Agreement. See Condition 9 (*Undertaking*) in Part V (*Terms and Conditions of the Notes*).

In addition to any other releases for which a Guarantor qualifies under the Cross Guarantee Agreement, notwithstanding any other provision of the Cross Guarantee Agreement to the contrary, without limiting the validity of any agreement into which a Guarantor and a creditor may enter, a Guarantor that obtains a written release from a creditor releasing such Guarantor from its obligations under the Cross Guarantee Agreement with respect to the financial indebtedness owing to such creditor specified in such release shall be so released.

Termination of Agreement with Respect to Future Financial Indebtedness

The Cross Guarantee Agreement may be terminated with respect to a Guarantor at any time by such Guarantor providing written notice to the other parties to the Cross Guarantee Agreement or by mutual agreement. Notwithstanding the foregoing, a termination by any subsidiary of the Issuer to the Cross Guarantee requires the written consent of the Issuer and, except with regard to releases as discussed above, any termination of the Cross Guarantee Agreement with respect to a Guarantor affects neither:

- such Guarantor's obligations under the Cross Guarantee Agreement in relation to any financial indebtedness that came into existence prior to that termination, nor
- the obligations of the other Guarantors with respect to such Guarantor's financial indebtedness that came into existence prior to that termination. Financial indebtedness that comes into existence after that termination shall not be covered by the Cross Guarantee Agreement with respect to the terminating guarantor.

Third Parties

Subject to the release provisions of the Cross Guarantee Agreement discussed under the paragraphs "Release of Guarantors and Guarantor Obligations" and "Termination of Agreement with Respect to Future Financial Indebtedness" above, creditors of financial indebtedness guaranteed under the Cross Guarantee Agreement are entitled to rely on and enforce the Cross Guarantee Agreement and on the guarantees constituted pursuant to the Cross Guarantee Agreement. The Cross Guarantee Agreement constitutes a third party beneficiary contract for their benefit.

No Condition to Enforcement of Cross Guarantee Agreement

Before taking steps to enforce the Cross Guarantee Agreement, a creditor shall not be obliged: (a) to take any action or obtain judgment in any court against the Issuer, any Guarantor or any other person; (b) to make or file any claim in any insolvency of the Issuer, any Guarantor or any other person; (c) to make, enforce or seek to enforce any claim against the Issuer, any Guarantor or any Person under any security or other document, agreement or arrangement; or (d) to enforce against and/or realize (or seek to do so) any security that it may have in respect of all or any part of the guarantees under the Cross Guarantee Agreement.

Waiver of Defenses to Enforceability of Cross Guarantee Agreement

Each guarantee under the Cross Guarantee Agreement is an independent, unconditional and absolute guarantee of payment and not of collection, and each Guarantor waives: (a) promptness, diligence, notice of acceptance, presentment, demand (except for a demand for indemnity as discussed above), filing of claims with a court in the event of merger or insolvency of the Issuer or a Guarantor, protest, notice of protest and dishonor, notice of intent to accelerate, notice of acceleration and any other notice with respect to any of the guarantees under the Cross Guarantee Agreement not provided for in the Cross Guarantee Agreement; and (b) any requirement that a creditor protect, secure, perfect or insure any security on any property subject thereto or exercise or exhaust any right or take any action against the Issuer or any Guarantor or any other person.

Notices and Other Communications to a Guarantor

All notices and other communications to a Guarantor must be in writing in English and must be delivered by hand or overnight courier service to such Guarantor at c/o the Issuer, Provincialeweg 11, 1506 Zaandam, The Netherlands, Attention: Senior Vice President – Treasurer.

Governing Law

The Cross Guarantee Agreement is governed by the laws of the State of New York.

Consent to Jurisdiction and Service of Process

Each Guarantor submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to the Cross Guarantee Agreement, or for recognition or enforcement of any judgment. Each of the Guarantors agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Guarantor irrevocably consents to service of process in the manner provided for notices in the Cross Guarantee Agreement discussed above.

Guarantors

The Guarantors of financial indebtedness of the Issuer are listed in the table below:

Name of Guarantor	Jurisdiction of Incorporation	Contact details
Delhaize Le Lion / De Leeuw Comm. VA	Incorporated in the Netherlands and converted into Belgian legal entity	Osseghemstraat 53 1080 Sint-Jans-Molenbeek Belgium
Delhaize US Holding, Inc.	Delaware, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Delhaize America, LLC	North Carolina, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
ADUSA Distribution, LLC	Delaware, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
ADUSA Commercial Holdings, Inc.	Delaware, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
ADUSA Transportation, LLC	Maine, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
DZA Brands, LLC	Florida, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Boney Wilson & Sons, Inc.	North Carolina, U.S.A.	145 Pleasant Hill Road Scarborough, Maine 04074 U.S.A.

Name of Guarantor	Jurisdiction of Incorporation	Contact details
Bottom Dollar Food Northeast, LLC	Delaware, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Food Lion, LLC.	North Carolina, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Hannaford Bros. Co., LLC	Maine, U.S.A.	145 Pleasant Hill Road Scarborough, Maine 04074 U.S.A.
Martin's Foods of South Burlington, LLC	Vermont, U.S.A.	145 Pleasant Hill Road Scarborough, Maine 04074 U.S.A.
Retail Business Services LLC	Delaware, U.S.A.	2110 Executive Drive Salisbury, North Carolina, 28147 U.S.A.
Retained Subsidiary One, LLC	Texas, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Risk Management Services, Inc.	North Carolina, U.S.A.	2110 Executive Drive Salisbury, North Carolina 28147 U.S.A.
Victory Distributors, LLC	Massachusetts, U.S.A.	145 Pleasant Hill Road Scarborough, Maine 04074 U.S.A.

Condensed financial information relating to the Guarantors

The following condensed consolidated financial information presents the results of: (i) the Issuer (for the purposes of the below, the **Parent**); (ii) Delhaize Le Lion / De Leeuw Comm. VA; (iii) Delhaize America, LLC; (iv) Delhaize US Holding, Inc., Food Lion, LLC, Hannaford Bros. Co., LLC, Risk Management Services, Inc., Martin's Foods of South Burlington, LLC, Boney Wilson & Sons, Inc., Victory Distributors, LLC, Bottom Dollar Food Northeast, LLC, Retail Business Services LLC, Retained Subsidiary One, LLC, ADUSA Distribution, LLC, DZA Brands, LLC, ADUSA Transportation, LLC and ADUSA Commercial Holdings, Inc (for the purposes of the below, the **Guarantor Subsidiaries**); (v) the non-guarantor subsidiaries of the Issuer; and (vi) the eliminations to arrive at the Issuer's financial information on a consolidated basis as of January 3, 2021 and December 29, 2019 and for the years ended January 3, 2021 and December 29, 2019. The financial administration of books and records of the Issuer is used to provide the condensed financial information relating to the Guarantors. However, and although the financial administration of books and records is the source of the audited consolidated financial statements of the Issuer, the condensed financial information relating to the Guarantors presented hereunder is not audited.

Consolidated income statement and comprehensive income for 2020

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated income statement							
Net sales	-	5,575	-	20,044	49,341	(223)	74,736
Cost of sales	-	(4,525)	-	(14,602)	(35,149)	223	(54,053)
Gross profit	-	1,049	-	5,441	14,192	-	20,683
Selling expenses	-	(635)	-	(3,693)	(10,046)	-	(14,374)
General and administrative expenses	27	(297)	1	(610)	(3,238)	-	(4,118)
Total operating expenses	27	(933)	1	(4,302)	(13,284)	-	(18,492)
Operating income (loss)	27	117	1	1,139	908	-	2,191
Interest income	2	6	1	1	221	(196)	35
Interest expense	(109)	-	(73)	(71)	(80)	196	(138)
Net interest expense on defined benefit pension plans	-	-	(1)	(4)	(11)	-	(16)
Interest accretion to lease liability	-	(2)	-	(51)	(304)	-	(357)
Other financial income (expense)	12	1	3	(2)	(23)	-	(9)
Net financial income (expense)	(95)	4	(71)	(127)	(196)	-	(485)
Income (loss) before income taxes	(69)	121	(69)	1,012	711	-	1,706
Income taxes	35	(30)	9	(238)	(107)	-	(331)
Share in income of joint ventures	-	-	-	-	22	-	22
Share in income of subsidiaries	1,431	(6)	821	782	821	(3,848)	-
Income from continuing operations	1,397	86	760	1,556	1,446	(3,848)	1,397
Income (loss) from discontinued operations	-	-	-	-	-	-	-
Net income attributable to common shareholders	1,397	86	760	1,556	1,446	(3,848)	1,397
Non-controlling interests	-	-	-	-	-	-	-
Other comprehensive income (loss)	(1,080)	1	(319)	(535)	(973)	1,827	(1,080)
Total comprehensive income (loss) attributable to common shareholders	316	86	441	1,021	473	(2,020)	316

Consolidated income statement and comprehensive income for 2019

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated income statement							
Net sales	-	5,000	-	16,979	44,472	(192)	66,260
Cost of sales	-	(4,058)	-	(12,335)	(32,000)	192	(48,200)
Gross profit	-	942	-	4,645	12,473	-	18,060
Selling expenses	-	(589)	-	(3,330)	(9,101)	-	(13,021)
General and administrative expenses	10	(246)	(1)	(497)	(1,644)	-	(2,377)
Total operating expenses	10	(835)	(1)	(3,827)	(10,746)	-	(15,397)
Operating income (loss)	10	107	(1)	818	1,727	-	2,662
Interest income	4	8	4	-	215	(166)	65
Interest expense	(103)	(1)	(70)	(53)	(113)	166	(175)
Net interest expense on defined benefit pension plans	-	(1)	(1)	(5)	(12)	-	(18)
Interest accretion to lease liability	-	(2)	-	(46)	(319)	-	(366)
Other financial expenses	(8)	1	-	(6)	(21)	-	(35)
Net financial income (expenses)	(106)	5	(67)	(109)	(251)	-	(528)
Income (loss) before income taxes	(96)	113	(68)	709	1,476	-	2,134
Income taxes	26	(30)	20	(180)	(254)	-	(417)
Share in income of joint ventures	-	-	-	-	50	-	50
Share in income of subsidiaries	1,835	10	542	495	574	(3,455)	-
Income from continuing operations	1,766	92	495	1,024	1,846	(3,455)	1,767
Income (loss) from discontinued operations	-	-	-	-	(1)	-	(1)
Net income attributable to common shareholders	1,766	92	495	1,024	1,845	(3,455)	1,766
Non-controlling interests	-	-	-	-	-	-	-
Other comprehensive income (loss)	180	(5)	112	140	182	(428)	180
Total comprehensive income (loss)	1,945	87	606	1,164	2,027	(3,883)	1,945

Consolidated balance sheet at January 3, 2021

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated balance sheet							
Assets							
Property, plant and equipment	-	769	-	2,881	7,046	-	10,696
Right-of-use asset	1	122	-	1,454	5,878	-	7,455
Investment property	-	5	-	87	647	-	739
Intangible assets	57	1,912	-	4,743	4,854	-	11,565
Investments in subsidiaries	18,933	709	4,910	3,922	6,238	(34,711)	-
Investments in joint ventures and associates	-	-	-	-	227	-	227
Other non-current financial assets	1,006	112	-	22	5,769	(6,202)	705
Deferred tax assets	9	-	-	-	315	-	323
Other non-current assets	-	13	-	1	39	-	53
Total non-current assets	20,005	3,641	4,910	13,110	31,013	(40,913)	31,764
Assets held for sale	-	-	-	-	19	-	19
Inventories	-	250	-	1,035	1,960	-	3,245
Receivables	43	563	333	219	1,845	(1,027)	1,975
Other current financial assets	-	8	-	3	2,715	(2,366)	360
Income taxes receivable	17	-	29	(200)	213	-	58
Prepaid expenses	25	15	-	128	225	(56)	337
Cash and cash equivalents	47	250	120	319	2,197	-	2,933
Total current assets	132	1,086	481	1,505	9,173	(3,449)	8,928
Total assets	20,137	4,727	5,391	14,614	40,186	(44,362)	40,692
Equity and liabilities							
Equity attributable to common shareholders	12,432	2,736	3,565	8,411	19,999	(34,711)	12,432
Loans	4,944	-	1,659	1,657	1,790	(6,187)	3,863
Other non-current financial liabilities	17	125	8	1,495	7,277	(16)	8,905
Pensions and other post-employment benefits	-	43	20	99	1,072	-	1,235
Deferred tax liabilities	-	313	(52)	700	(297)	-	664
Provisions	1	10	4	14	689	-	718
Other non-current liabilities	-	4	-	5	54	-	63
Total non-current liabilities	4,961	495	1,640	3,970	10,585	(6,202)	15,448
Liabilities related to assets held for sale	-	-	-	-	-	-	-
Accounts payable	23	1,279	138	1,260	5,121	(1,027)	6,795
Other current financial liabilities	2,674	18	42	391	1,626	(2,366)	2,386
Income taxes payable	-	3	-	25	100	-	128
Provisions	2	18	1	24	333	-	378
Other current liabilities	44	177	5	533	2,422	(56)	3,125
Total current liabilities	2,743	1,495	187	2,233	9,602	(3,449)	12,812
Total equity and liabilities	20,137	4,727	5,391	14,614	40,186	(44,362)	40,692

Consolidated balance sheet at December 29, 2019

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated balance sheet							
Assets							
Property, plant and equipment	-	749	-	2,759	7,010	-	10,519
Right of use asset	1	98	-	1,420	5,789	-	7,308
Investment property	-	5	-	91	788	-	883
Intangible assets	49	1,907	-	5,149	4,954	-	12,060
Investments in subsidiaries	19,943	714	6,456	4,826	5,921	(37,859)	-
Investments in joint ventures and associates	-	-	-	-	228	-	229
Other non-current financial assets	1,066	111	-	23	5,468	(6,008)	661
Deferred tax assets	11	-	-	-	202	-	213
Other non-current assets	1	8	-	1	40	-	49
Total non-current assets	21,071	3,591	6,456	14,269	30,400	(43,867)	31,920
Assets held for sale	-	14	-	5	48	-	67
Inventories	-	221	-	1,067	2,059	-	3,347
Receivables	20	522	202	318	161	682	1,905
Other current financial assets	12	36	-	4	4,653	(4,387)	317
Income taxes receivable	7	-	(17)	(157)	205	-	39
Prepaid expenses and other current assets	14	10	-	119	92	(57)	178
Cash and cash equivalents	157	660	130	225	2,545	-	3,717
Total current assets	210	1,462	316	1,581	9,763	(3,762)	9,570
Total assets	21,281	5,053	6,772	15,850	40,163	(47,629)	41,490
Equity and liabilities							
Equity attributable to common shareholders	14,083	2,836	4,796	9,542	20,685	(37,859)	14,083
Loans	5,440	-	1,085	1,385	1,939	(6,008)	3,841
Other non-current financial liabilities	1	104	10	1,460	7,141	-	8,716
Pensions and other post-employment benefits	-	42	21	107	506	-	677
Deferred tax liabilities	-	294	(79)	773	(202)	-	786
Provisions	1	11	9	20	683	-	724
Other non-current liabilities	-	4	-	7	63	-	74
Total non-current liabilities	5,442	455	1,047	3,751	10,130	(6,008)	14,818
Accounts payable	34	1,150	109	1,103	4,622	(706)	6,311
Other current financial liabilities	1,701	435	811	923	2,385	(2,998)	3,257
Income taxes payable	-	3	-	10	69	-	82
Provisions	-	20	1	28	299	-	349
Other current liabilities	21	154	7	492	1,973	(57)	2,591
Total current liabilities	1,756	1,763	929	2,556	9,347	(3,762)	12,590
Total equity and liabilities	21,281	5,053	6,772	15,850	40,163	(47,629)	41,490

Consolidated statement of cash flows for 2020

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non-issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated statement of cash flows							
Net cash from operating activities	(71)	332	(129)	2,038	4,173	-	6,343
Purchase of non-current assets	(15)	(168)	-	(896)	(1,580)	-	(2,659)
Divestments of assets / disposal groups held for sale	-	25	-	9	75	-	108
Acquisition of businesses, net of cash acquired	-	-	-	-	(4)	-	(4)
Divestment of businesses, net of cash divested	-	-	-	-	(3)	-	(3)
Changes in short-term deposits and similar instruments	-	-	-	-	(60)	-	(60)
Dividends received from joint ventures	-	-	-	-	16	-	16
Interest received	1	7	1	-	260	(245)	24
Lease payments received on lease receivable	-	3	-	4	91	-	99
Capital contributions paid and dividends received from subsidiaries	1,483	(1)	434	(133)	156	(1,939)	-
Change in investment in debt / equity instruments	-	-	-	2	(1)	-	1
Changes in loans receivable	60	13	-	-	38	(100)	12
Other	-	-	-	-	(9)	-	(9)
Investing cash flows from continuing operations	1,530	(121)	435	(1,013)	(1,021)	(2,284)	(2,475)
Investing cash flows from discontinued operations	-	-	-	-	-	-	-
Net cash from investing activities	1,530	(121)	435	(1,013)	(1,021)	(2,284)	(2,475)
Proceeds from long-term debt	497	-	-	-	10	-	507
Interest paid	(96)	(13)	(85)	(120)	(79)	245	(149)
Repayments of loans	-	(400)	(8)	8	(38)	-	(438)
Changes in intercompany loans payable	-	-	(32)	(12)	(74)	118	-
Changes in short-term loans	15	(5)	-	(1)	(547)	(18)	(556)
Repayment of lease liabilities	-	(19)	-	(302)	(1,262)	-	(1,584)
Dividends paid on common shares	(1,026)	-	-	-	-	-	(1,026)
Share buyback	(1,001)	-	-	-	-	-	(1,001)
Other cash flows from derivatives	15	-	-	-	(13)	-	2
Intercompany capital contributions and dividends	-	(187)	(181)	(400)	(1,171)	1,939	-
Other	47	(2)	-	(21)	(30)	-	(6)
Financing cash flows from continuing operations	(1,550)	(625)	(307)	(849)	(3,204)	2,284	(4,251)
Financing cash flows from discontinued operations	-	-	-	-	-	-	-
Net cash from financing activities	(1,550)	(625)	(307)	(849)	(3,204)	2,284	(4,251)
Net cash from operating, investing and financing activities	(91)	(415)	-	175	(53)	-	(383)
Cash and cash equivalents at the beginning of the period (excluding restricted cash)	157	660	130	225	2,528	-	3,701
Exchange rate diff on cash (adjusted)	(19)	-	(11)	(82)	(295)	-	(408)
Cash and cash equivalents at the end of the period (excluding restricted cash)	47	245	120	319	2,179	-	2,910

Consolidated statement of cash flows for 2019

€ million	Parent	Unaudited Delhaize Le Lion / De Leeuw Comm. VA (issuer and guarantor subsidiary)	Unaudited Delhaize America LLC (issuer and guarantor subsidiary)	Unaudited Guarantor subsidiaries (non issuers)	Unaudited Non - Guarantor subsidiaries	Unaudited Elimination	Consolidated
Consolidated statement of cash flows							
Net cash from operating activities	83	(1,332)	29	1,332	5,338	-	5,449
Purchase of non-current assets	(19)	(129)	-	(554)	(1,516)	-	(2,218)
Divestments of assets / disposal groups held for sale	-	1	-	3	139	-	144
Acquisition of businesses, net of cash acquired	-	(1)	-	-	(42)	-	(43)
Divestment of businesses, net of cash divested	-	-	-	-	(11)	-	(11)
Changes in short-term deposits and similar instruments	-	-	-	-	253	-	253
Dividends received from joint ventures	-	-	-	-	36	-	36
Interest received	6	9	5	-	150	(113)	56
Repayment of lease receivable	-	4	-	5	86	-	94
Capital contributions paid and dividends received from subsidiaries	6,671	74	657	570	1,805	(9,777)	-
Change in investment in debt / equity instruments	-	-	-	-	(3)	-	(3)
Changes in loans receivable	165	3,190	-	2	2,677	(6,030)	4
Investing cash flows from continuing operations	6,823	3,147	661	26	3,575	(15,920)	(1,687)
Investing cash flows from discontinued operations	-	-	-	-	-	-	-
Net cash from investing activities	6,823	3,147	661	26	3,575	(15,920)	(1,687)
Proceeds from long-term debt	596	-	-	-	-	-	596
Interest paid	(114)	(13)	(61)	(17)	(97)	113	(189)
Repayments of loans	(592)	-	(7)	7	(64)	-	(656)
Change in intercompany loans payable	(550)	-	(6)	(62)	(182)	799	-
Changes in short-term loans	(4,150)	5	(13)	12	(395)	5,230	689
Repayment of lease liabilities	-	(19)	-	(303)	(1,207)	-	(1,530)
Dividends paid on common shares	(1,114)	-	-	-	-	-	(1,114)
Share buyback	(1,002)	-	-	-	-	-	(1,002)
Other cash flows from derivatives	8	-	-	-	(13)	-	(5)
Intercompany capital contributions and dividends	-	(1,471)	(622)	(942)	(6,741)	9,777	-
Other	59	(5)	-	(29)	(41)	-	(17)
Financing cash flows from continuing operations	(6,860)	(1,504)	(709)	(1,333)	(8,740)	15,920	(3,227)
Financing cash flows from discontinued operations	-	-	-	-	-	-	-
Net cash from financing activities	(6,860)	(1,504)	(709)	(1,333)	(8,740)	15,920	(3,227)
Net cash from operating, investing and financing activities	46	311	(19)	24	173	-	535
Cash and cash equivalents at the beginning of the period (excluding restricted cash)	110	349	179	159	2,314	-	3,110
Exchange rate diff on cash (adjusted)	1	-	(29)	42	42	-	56
Cash and cash equivalents at the end of the period (excluding restricted cash)	157	660	130	225	2,528	-	3,701

PART VIII: DESCRIPTION OF THE ISSUER

1. GENERAL

The commercial name of our company is Ahold Delhaize. The legal name of our company is Koninklijke Ahold Delhaize N.V., and outside of the Netherlands, Ahold Delhaize also presents itself under the name “Royal Ahold Delhaize”, the company being allowed to use its full legal corporate name or its abridged legal corporate names.

Ahold Delhaize is a public limited liability company (*naamloze vennootschap*) incorporated and existing under the laws of the Netherlands and having its statutory seat and its principal place of business at Provincialeweg 11, 1506 MA Zaandam, the Netherlands. The telephone number of Ahold Delhaize is +31 (0)88 659 5100. The Issuer is registered in the Trade Register of the Chamber of Commerce under number 35000363. Our Internet address is www.aholddelhaize.com.

Ahold Delhaize is one of the world’s largest food retail groups and a leader in both supermarkets and e-commerce. Its family of great local brands serves more than 54 million customers each week in Europe, the United States and Indonesia¹. Together, these brands employ 414,000 associates in more than 7,100 grocery and specialty stores² and include the top online retailer in the Benelux and the leading online grocers in the Benelux and the U.S. Ahold Delhaize brands are at the forefront of sustainable retailing, sourcing responsibly, supporting local communities and helping customers make healthier choices. Headquartered in Zaandam, the Netherlands, Ahold Delhaize is listed on the Euronext Amsterdam and Brussels stock exchanges (ticker: AD). Its American Depositary Receipts are traded on the over-the-counter market in the U.S. and quoted on the OTCQX International marketplace (ticker: ADRNY).

Pages 6 to 51 (inclusive) of the 2020 Annual Report are incorporated in, and form part of this Prospectus.

2. HISTORY

Ahold Delhaize’s origins date back to 1887 when the founder of Ahold, Albert Heijn, opened his first grocery store in the Netherlands. Albert Heijn’s company expanded in the Netherlands over the years and was first listed on the Amsterdam Exchange in 1948. The Albert Heijn holding company changed its name to Ahold N.V. in 1973. In 1987, Queen Beatrix of the Netherlands bestowed upon the company its honorary predicate of “Koninklijke,” which means “Royal” in Dutch, in recognition of 100 years of honorable operations.

Koninklijke Ahold N.V. (**Ahold**) opened its first store outside of the Netherlands in 1976. In 1981, Ahold acquired the Giant Carlisle Supermarket chain in the United States, followed by Stop & Shop in 1996 and Giant Landover in 1998. In 2000, Ahold acquired a food service company, U.S. Foodservice, and invested in online grocer Peapod, which Ahold fully acquired in 2001. Ahold entered Central Europe in the early 1990s by setting up a holding company in what was then Czechoslovakia and acquiring a supermarket chain. Ahold expanded further in the Czech Republic in 2005 with the acquisition of 59 stores from Julius Meinl.

In 2007, Ahold sold its U.S. Foodservice business as part of a decision to focus on its core retail businesses.

¹ Joint venture operations.

² Excluding joint venture operations.

In 2012, Ahold acquired bol.com, an online retailer of general merchandise that operates in both the Netherlands and Belgium.

In 2014, Ahold's Czech subsidiary successfully completed the acquisition of the SPAR business in the Czech Republic. Ahold also made several other store acquisitions in the Netherlands, Belgium and the United States. During the first quarter of 2014, Ahold successfully completed the divestiture of its Slovakian operations.

In 2015, Ahold acquired 25 A&P stores from Great Atlantic & Pacific Tea Company in the greater New York metropolitan area in the United States.

Etablissements Delhaize Frères et Cie “Le Lion” (Groupe Delhaize) SA/NV (**Delhaize**) was founded in 1867 and started as a wholesale grocery supplier in Charleroi, Belgium. In 1957, the brand opened the first Delhaize supermarket in Belgium and, since that date, expanded its operations across the country and into other parts of Europe, North America and Southeast Asia, while also divesting certain activities. Delhaize entered the United States by acquiring 35% of Food Town Stores Inc. in 1974 (later renamed to Food Lion Inc. and primarily operational in the southeast U.S.). In 2000, Delhaize acquired the supermarket chain Hannaford Bros. Co., located in the northeast part of the U.S. In 2001, Delhaize acquired the remaining shares of Delhaize America (the consolidated entity through which the U.S. operations were conducted) through a share exchange transaction. In Europe, Delhaize acquired Alfa Beta in Greece in 1992, Mega Image in Romania in 2000 and the Delta Maxi retailer in Serbia (currently called **Delhaize Serbia**) in 2011. Delhaize has also owned a 51% stake in the Indonesian banner Super Indo since 1997.

On June 24, 2015, Ahold and Delhaize announced their intention to merge their businesses through a merger of equals. On July 24, 2016, the merger was completed and Delhaize shareholders received 4.75 Ahold Delhaize common shares for each Delhaize Group ordinary share. In connection with the merger, 86 stores have been divested in the United States as part of the approval of the U.S. Federal Trade Commission. In Belgium, the Issuer has divested 13 stores and a limited number of planned stores as part of the approval by the Belgian Competition Authority.

3. ORGANISATIONAL STRUCTURE

Ahold Delhaize is an international retailing group based in the Netherlands and primarily active in the United States and Europe. Koninklijke Ahold Delhaize N.V. is the group parent company and operates through a number of significant subsidiaries as set out, as of January 3, 2021, in Note 35 to the 2020 Audited Financial Statements.

The Issuer is a holding company and conducts substantially all of its operations through its subsidiaries which own substantially all of its operating assets. Therefore, the Issuer is dependent upon cash flow received from its subsidiaries to meet its payment obligations, including its payment obligations under the Notes.

4. STRATEGY OF AHOLD DELHAIZE

4.1 Our strategy

For a description of Ahold Delhaize's strategy, pages 14 to 24 (inclusive) of the 2020 Annual Report are incorporated in, and form part of this Prospectus.

4.2 Our stakeholders and how we create value for our stakeholders

For a description of Ahold Delhaize's stakeholders and how Ahold Delhaize creates value for its stakeholders, pages 26 to 36 (inclusive) of the 2020 Annual Report are incorporated in, and form part of this Prospectus.

5. MARKET OVERVIEW

For a description of Ahold Delhaize's market overview, pages 11 and 14 to 24 (inclusive) of the 2020 Annual Report are incorporated in, and form part of this Prospectus.

6. AHOLD DELHAIZE APPROACH TO SUSTAINABILITY

6.1 Material Environmental, Social and Governance impacts

Ahold Delhaize considers the following Environmental, Social and Governance (ESG) impacts material. In its view, this assessment is aligned with its stakeholders' expectations.

- Promote responsible handling to reduce food waste and increase reuse of food waste along the supply chain: including in distribution and operations as well as in customers' homes;
- Increase the share and availability of healthy products in our assortment and provide information to facilitate healthier and more sustainable diets for our customers and associates;
- Promote agricultural practices that support healthy ecosystems, economic viability and social equity;
- Reduce greenhouse gas emissions in our supply chain and own operations (stores, distribution centres and logistics) and increase energy efficiency in our own operations (as estimated according to the Task Force on Climate-related Disclosures (TCFD));
- Reduce the use of plastic and other packaging materials, decrease the weight of packaging, and increase the recyclability, reusability and recycled content of packaging;
- Ensure product availability and affordable pricing of our products to meet the (dietary) needs of our customers;
- Promote the respect for human rights, wages and incomes and labour practices throughout the supply chain and pay a fair price to suppliers and farmers;
- Guarantee the highest safety and quality standards for the products we sell and, at minimum, comply with applicable local legislation;
- Ensure transparent and traceable product information with regard to ingredients, nutritional value, origin of products and environmental and social impact in our supply chain;
- Ensure equal treatment of all associates independent of gender, age, religion, race, caste, social background, disability, ethnic and national origin, nationality, membership in workers' organisations including unions, political affiliation, sexual orientation, gender identity and expression, or any other personal characteristic protected by law;
- Provide a safe and healthy shopping experience for customers, especially during the COVID-19 pandemic; and

- Create a healthy and safe work environment that fosters associate well-being.

6.2 Sustainable Financing

In 2019, Ahold Delhaize issued a EUR 600 million Sustainability Bond and demonstrated its commitment to the transition toward sustainable food systems.

The journey to align Ahold Delhaize's funding strategy with its sustainability commitments continued by linking the margin on its sustainability-linked Revolving Credit Facility (**RCF**) of December 2020 with its performance on the following Sustainability KPIs: reduction of carbon emissions, promotion of healthier eating, and reduction of food waste. This RCF was aligned with the Sustainability-Linked Loan Principles (**SLLP 2020**) published by the Loan Market Association (**LMA**).

Through the issuance of its sustainability-linked Notes, the aim is to further use the power of the company to address health and sustainability issues where it has the ability to effect positive change. Its sustainability-linked Notes reinforce the alignment of its funding strategy and the commitments laid out in its Healthy & Sustainable ambition.

The interest on the Notes will be linked to KPI's which are core, relevant and material to Ahold Delhaize's business:

- Carbon emission reduction: Climate change is impacting how food is grown and will change Ahold Delhaize's business in the future. Ahold Delhaize is committed to supporting the well-being of the communities it serves and enabling a healthy, low-carbon food system that secures healthy and sustainable diets for future generations. This KPI is tied to EU Environmental Objective 1 and UN SDG 7 and 13.
- Food waste reduction: Every year, around one-third of all food produced for human consumption is lost or wasted, fueling carbon emissions. Ahold Delhaize's brands are reducing waste across the value chain, together with customers and suppliers. Within its own operations, Ahold Delhaize aims to reduce food waste by 50% by 2030 by making replenishment systems more effective and by its brands using innovative methods, such as dynamic pricing based on sell-by date. This KPI is tied to EU Environmental Objective 4 and UN SDG 12 and 13.

7. LEGAL PROCEEDINGS

7.1 Legal proceedings

From time to time in the normal course of business, Ahold Delhaize and its subsidiaries are subject to legal proceedings. Such legal proceedings are subject to inherent uncertainties. Ahold Delhaize's management, supported by internal and external legal counsel, where appropriate, determines whether it is more likely than not that a liability has occurred and whether or not a loss is reasonably estimable. If a determination has been made that a loss is reasonably estimable, such estimate is accrued.

7.2 The Netherlands: Albert Heijn Franchising litigation

In 2014, the Vereniging Albert Heijn Franchisenemers (an association of Albert Heijn franchisees or **VAHFR**) asserted claims against Albert Heijn Franchising B.V. (an Ahold Delhaize subsidiary or **AHF**), for the years 2008 through 2012, the alleged value of which exceeds €200 million in aggregate. On December 24, 2014, proceedings were initiated with respect to these discussions. On November 16, 2016, the District Court in Haarlem issued a judgment rejecting all claims of the VAHFR and the

claimants. On February 13, 2017, VAHFR and 240 individual claimants filed an appeal against the judgment and in September, 2017 they asserted unquantified claims for the years 2008 until 2016.

On July 23, 2019, the Court of Appeal issued a judgment rejecting, except for one, all the claims of VAHFR and the claimants. On October 23, 2019, the VAHFR and the claimants filed an appeal in cassation to the Supreme Court. Parties are awaiting the Supreme Court ruling, which is scheduled for March, 2021. Depending on the outcome of this ruling these proceedings will be completed or AHF and its affiliates will continue to vigorously defend their interest in the legal proceedings.

7.3 Uruguayan litigation

Ahold Delhaize, together with Disco and Disco Ahold International Holdings N.V. (**DAIH**), is a party to one lawsuit in Uruguay related to Ahold Delhaize's 2002 acquisition of Velox Retail Holdings' shares in the capital of DAIH. The two other related lawsuits in Uruguay were decided in favor of Ahold Delhaize without any further right to appeal of the plaintiffs in 2013. The damages alleged by the plaintiffs, alleged creditors of certain Uruguayan and other banks, amount to approximately \$62 million plus interest and costs. As part of the divestment of Disco to Cencosud in 2004, Ahold Delhaize indemnified Cencosud and Disco against the outcome of these legal proceedings. The one remaining lawsuit is ongoing. Ahold Delhaize continues to believe that the plaintiffs' claims are without merit and will continue to vigorously oppose such claims.

7.4 National prescription opiate litigation

Several U.S. brands and subsidiaries of Ahold Delhaize have been sued in a number of lawsuits included in In re: National Prescription Opiate Litigation (MDL No. 2804), a multi-district litigation (**MDL**) matter pending in the United States District Court in the Northern District of Ohio. The MDL contains thousands of cases filed against hundreds of defendants by counties, cities, hospitals and others concerning the impact of opioid abuse. The suits name Ahold Delhaize as a defendant, as well as various subsidiaries, including American Sales Company, LLC, which ceased operations prior to being named as a defendant in any MDL-related case. All of the matters in which Ahold Delhaize or its subsidiaries have been named have been stayed by the court and, therefore, are not being actively litigated at this time while certain cases proceed against other defendants. Ahold Delhaize and its affected subsidiaries believe that the plaintiffs' claims against Ahold Delhaize entities are without merit and will defend against the claims in all these matters, if and when the stay is lifted. Ahold Delhaize is not currently able to predict the outcome of these claims.

7.5 Pharmacy regulatory investigation

The Ahold Delhaize USA brands are responding to a civil investigative demand (**CID**) from the U.S. Department of Justice (**DOJ**), working together with several state Attorneys General, concerning a False Claims Act investigation relating to pharmacy prescription discount programs. The brands are cooperating with this investigation and communicating with DOJ regarding the CID. As part of its cooperation, Ahold Delhaize has provided factual information, produced documents, and is responding to certain interrogatories. Ahold Delhaize has also raised legal arguments challenging a significant portion of DOJ's investigation. Ahold Delhaize is not currently able to predict the timing or outcome of the investigation.

7.6 Portuguese Competition Authority investigation

JMR – Gestão de Empresas de Retalho SGPS, S.A. (**JMR**), a 49%-owned joint venture, is involved in investigations by the competition authority in Portugal into alleged violations of the respective antitrust laws for some products sold by its 100%-owned subsidiary Pingo Doce in Portugal. Following search-and-seizure actions carried out in late 2016 and early 2017 in several companies operating in the food

distribution sector, the Portuguese Competition Authority (**AdC**) decided to open several inquiries. Within the scope of these inquiries, it has issued, since then, statements of objections for alleged anti-competitive practices against various suppliers and retailers, including Pingo Doce. Pingo Doce has received eight statements of objections for alleged anti-competitive practices, consisting of price alignment for certain products. Throughout the course of these investigations, Pingo Doce has fully cooperated with the authorities.

At the end of 2020, Pingo Doce was notified of decisions issued by the AdC regarding two of the above-mentioned proceedings, imposing fines on six retailers, including Pingo Doce, and two of their suppliers. In the case of Pingo Doce, these decisions implied a single fine in the amount of €91 million.

Pingo Doce disagrees with these decisions, which it considers to be completely ungrounded. As such, Pingo Doce will file the respective appeals before the Portuguese Competition, Regulation and Supervision Court (*Tribunal da Concorrência, Regulação e Supervisão*). Under the terms of the applicable law, Pingo Doce also will request suspension of the fine pending the appeal against a guarantee, to prevent the immediate payment of the fine. Based on the opinion of its legal counsels and economic advisors, Pingo Doce is fully convinced of the strength and merits of its position. Therefore, no provision was recognized for this imposed fine in JMR's accounts.

As to the remaining six proceedings, Pingo Doce has already filed four statements of defense, and in due course, will submit its response to the remaining two, as it considers all statements of objections to be ungrounded – and will wait for the respective decisions from AdC.

In addition, JMR is involved in several tax proceedings initiated by the Portuguese tax authorities. These tax claims are contested by JMR. For these tax claims, JMR has issued several bank guarantees for a total amount of €122 million. Ahold Delhaize's indirect share of these JMR-issued guarantees is €60 million, based on its ownership interest.

7.7 Belgium tax adjustment notice

In December 2020, Ahold Delhaize's subsidiary Delhaize Le Lion/De Leeuw SCA (**DLL**) received an adjustment notice from the Belgian tax authorities relating to its filed tax return for 2018. In 2018, DLL executed a common control transaction and transferred the former Delhaize USA business from DLL to Ahold Delhaize with the purpose of combining the former Delhaize USA business with the former Ahold USA business in order to simplify the legal structure and to elect to file one consolidated federal tax return within the United States. This transaction is tax exempt in Belgium for DLL and falls under the participation exemption in the Netherlands for the receiving entity Ahold Delhaize. The valuation to support the at-arm's-length principles of the transfer of the underlying Delhaize USA business is supported by an external valuation report. Within the adjustment notice, the Belgian tax authorities informed DLL that, in their opinion, the valuation of the underlying business does not reflect its true market value and they rejected the external valuation report as, in their view, the valuation report is not based on at-arm's-length principles. Although the entire transaction was tax exempt in Belgium, a correction on the transaction value would be a taxable event under the Belgian tax code. The maximum exposure relating to this adjustment notice amounts to €380 million. Ahold Delhaize disagrees with this position and, in its opinion, the adjustment notice is without any merit and it intends to oppose and defend against it. Ahold Delhaize will file an objection letter to the adjustment notice in the first quarter of 2021. The Belgian tax authorities could decide to issue an additional assessment to the 2018 filed tax return when they disagree with the arguments in Ahold Delhaize's objection letter. Ahold Delhaize has several legal and remediation options, if necessary, to defend its position.

7.8 Other legal proceedings

In addition to the legal proceedings described above, Ahold Delhaize and its former or current subsidiaries are parties to a number of other legal proceedings arising out of their business operations. Ahold Delhaize believes that the ultimate resolution of these other proceedings will not have, nor has had in the recent past significant effects on the financial position or profitability of the Issuer and/or the Issuer and its subsidiaries considered as a whole. Such other legal proceedings, however, are subject to inherent uncertainties and the outcome of individual matters is unpredictable. It is possible that Ahold Delhaize could be required to make expenditures, in excess of established provisions, in amounts that cannot reasonably be estimated.

8. MATERIAL CONTRACTS

8.1 Cross Guarantee Agreement

We refer to the description under Part VII (*Description of the Cross Guarantee*) of the Prospectus.

8.2 Cumulative Preferred Shares

The Company's Articles of Association provide for the possible issuance of cumulative preferred shares. The Company believes that its ability to issue this class of shares could at least delay, an attempt by a potential bidder to make a hostile takeover bid, allowing the Company and its stakeholders time to discuss and respond to the offer in an orderly process. According to Dutch law, a response device is limited in time and therefore cannot permanently block a take-over of the Company concerned. Instead, it aims to facilitate an orderly process in which the interests of the continuity of the Company, its shareholders and other stakeholders are safeguarded in the best way possible. Moreover, outside the scope of a public offer, but also under other circumstances, the ability to issue this class of shares may safeguard the interests of the Company and all stakeholders in the Company and resist influences that might conflict with those interests by affecting the Company's continuity, independence or identity. No cumulative preferred shares were outstanding as of January 3, 2021 or during 2020 and 2019.

In March 1989, the Company entered into an agreement with Stichting Continuïteit Ahold Delhaize (**SCAD**, previously named Stichting Ahold Continuïteit) as amended and restated in April 1994, March 1997, December 2001, December 2003 and May 2018 (the **Option Agreement**). Pursuant to the Option Agreement, SCAD has been granted an option for no consideration to acquire cumulative preferred shares from the Company from time to time.

The Option Agreement entitles SCAD, under certain circumstances, to acquire cumulative preferred shares from the Company up to a total par value that is equal to the total par value of all issued and outstanding shares of Ahold Delhaize's share capital, excluding cumulative preferred shares, at the time of exercising the option. If the authorized share capital of the Company is amended during the term of the option, the Option Agreement provides for a corresponding change of the total par value of cumulative preferred shares under option. The holders of the cumulative preferred shares are entitled to one vote per share and a cumulative dividend expressed as a percentage of the amount called-up and paid-in to purchase the cumulative preferred shares. The percentage to be applied is the sum of (1) the average basic refinancing transaction interest rate as set by the European Central Bank – measured by the number of days during which that rate was in force in the fiscal year over which the dividend is paid – plus 2.1%, and (2) the average interest surcharge rate – measured by the number of days during which that rate was in force in the fiscal year over which the dividend is paid – that would be charged by the largest credit institution in the Netherlands (based on the balance sheet total as of the close of the fiscal year immediately preceding the fiscal year over which the dividend is paid). The minimum percentage to be applied is 5.75%. Subject to limited exceptions, any potential transfer

of cumulative preferred shares requires the approval of the Management Board. Cumulative preferred shares can only be issued in a registered form. The Company may stipulate that only 25% of the par value will be paid upon subscription to cumulative preferred shares until payment in full is later required by the Company. SCAD would then only be entitled to a market-based interest return on its investment.

After actively engaging with its shareholders and other stakeholders, the Company agreed with SCAD in May, 2018 to extend the Option Agreement for a period of 15 years, effective December 15, 2018. Building on shareholder feedback, the Company has agreed with SCAD on two additional commitments:

Within six months after the option is exercised, the Company will call a shareholders meeting to discuss the situation with shareholders.

Within one year after the option is exercised, the Company will call a shareholders meeting to vote on cancellation of the shares issued to SCAD; SCAD will not vote on its shares in relation to that matter.

SCAD is a foundation organized under the laws of the Netherlands. Its purpose under its articles is to safeguard the interests of the Company and all stakeholders in the Company and to resist, to the best of its ability, influences that might conflict with those interests by affecting the Company's continuity, independence or identity. SCAD seeks to realize its objectives by acquiring and holding cumulative preferred shares and by exercising the rights attached to these shares, including the voting rights. The SCAD board has four members, who are appointed by the board of SCAD itself. If the board of SCAD considers acquiring cumulative preferred shares or exercising voting rights on cumulative preferred shares, it will make an independent assessment and, pursuant to Dutch law, it must ensure that its actions are proportional and reasonable. If SCAD acquires cumulative preferred shares, it will only hold them for a limited period of time. These principles are in line with Dutch law, which only allows response measures that are proportionate, reasonable and limited in time. In the case of liquidation, the SCAD board will decide on the use of any remaining residual assets.

PART IX: MANAGEMENT AND CORPORATE GOVERNANCE

1. GOVERNANCE STRUCTURE

We are a public company under Dutch law, structured to execute our strategy and to balance local, regional and global decision-making. Our Company comprises a Global Support Office and two reportable segments – The United States and Europe, each of which are made up of a number of local brands.

We have a two-tier board structure with a supervisory board (the Supervisory Board) and management board (the Management Board) that are accountable to our shareholders. Our Management Board has ultimate responsibility for the overall management of the Company. The Management Board is supervised and advised by the Supervisory Board.

We also have an Executive Committee that comprises our Management Board and certain other key officers of the Company, which is led by the Chief Executive Officer. The Executive Committee has been established to involve a broader leadership team in the decision-making process to optimize strategic alignment and operational execution while having the flexibility to adapt to developments in the business and across Ahold Delhaize and our industry.

For a description of the Supervisory Board, the Management Board and the Executive Committee of the Company, pages 105 to 126 (inclusive) of the 2020 Annual Report are incorporated in, and form part of this Prospectus.

The business address of all of the members of the Supervisory Board, the Management Board and the Executive Committee is Provincialeweg 11, 1506 MA Zaandam, the Netherlands.

2. CONFLICTS OF INTERESTS

There are no potential conflicts of interest between any duties owed by the members of the Supervisory Board, the Management Board or the Executive Committee to the Issuer and any private interests or other duties which such persons may have.

PART X: MAJOR SHAREHOLDERS

Pursuant to the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), any person who directly or indirectly acquires or disposes of an actual or potential interest in our capital or voting rights must immediately notify the AFM by means of a standard form if, as a result of such acquisition or disposal, the percentage of capital interest or voting rights held by such person in us reaches, exceeds or falls below any of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%. A notification requirement also applies if a person's capital interest or voting rights reaches, exceeds or falls below the above mentioned thresholds as a result of a change in our total issued share capital or voting rights. In addition, local rules may apply to investors.

Under our Articles of Association, each holder of our common shares is entitled to one vote per share. No votes may be cast at our General Meeting of Shareholders in respect of shares that are held by us or our subsidiaries.

The following table lists shareholders on record in the AFM register on March 3, 2021, that hold an interest of three per cent (%) or more in the share capital of Ahold Delhaize:

Shareholder ¹	Date of Disclosure	Capital Interest	Voting Rights
Blackrock, Inc.	November 23, 2020	4.99%	6.09%
State Street Corporation	July 18, 2019	3.49%	2.70%

The foregoing table is subject to change. The most current shareholder information may be obtained at: <https://www.afm.nl/en/professionals/registers/meldingenregisters/substantiele-deelnemingen>

We are not directly or indirectly owned or controlled by another corporation or by any government or by any other natural or legal person(s) severally or jointly. We do not know of any arrangements that may, at a subsequent date, result in a change of control of our Company, except as described in section 7.2 (*Cumulative Preferred Shares*) in Part VIII (*Description of the Issuer*).

¹ In accordance with the filing requirements, the percentages shown include both direct and indirect capital interests and voting rights and both real and potential capital interests and voting rights. Further details can be found at www.afm.nl.

PART XI: DESCRIPTION OF THE SHARES AND ARTICLES OF ASSOCIATION

1. FINANCIAL YEAR

Ahold Delhaize's financial year shall end on the Sunday nearest to the thirty-first of December of the calendar year, and the next financial year, shall begin on the next following Monday. Following the end of each financial year, the Management Board draws the financial statements to be submitted for approval to the ordinary General Meeting.

2. CORPORATE PURPOSE

Per article 2 of the Issuer's Articles of Association, our corporate purpose is to promote or join others in promoting companies and enterprises; to participate in companies and enterprises; to finance companies and enterprises, including the giving of guarantees and acting as surety for the benefit of third parties as security for liabilities of companies and enterprises with which the Company is joined in a group or in which the Company owns an interest or with which the Company collaborates in any other way; to conduct the management of and to operate companies engaged in the wholesale and retail trade in consumer and utility products and companies that produce such products; to operate restaurants and companies engaged in rendering public services, including all acts and things that relate or may be conducive thereto in the broadest sense; as well as to promote, to participate in, to conduct the management of and, as the case may be, to operate businesses of any other kind.

3. DURATION

The Issuer was incorporated in 1887 for an unlimited duration (article 3 of the Articles of Association (as amended from time to time)).

4. ARTICLES OF ASSOCIATION

Our Articles of Association outline certain of the Company's basic principles relating to corporate governance and organization. The current text of the Articles of Association is available at the Trade Register of the Dutch Chamber of Commerce and on our public website at www.aholddelhaize.com.

The Articles of Association may be amended by the General Meeting of Shareholders. A resolution to amend the Articles of Association may be adopted by an absolute majority of the votes cast upon a proposal of the Management Board, with the approval of the Supervisory Board. If another party makes the proposal, an absolute majority of votes cast representing at least one-third of the issued share capital is required. If this qualified majority is not achieved but an absolute majority of the votes is in favor of the proposal, then a second meeting may be held. In the second meeting, only an absolute majority of votes, regardless of the number of shares represented at the meeting, is required.

The prior approval of a meeting of holders of a particular class of shares is required for a proposal to amend the Articles of Association that makes any change in the rights that vest in the holders of shares of that particular class.

5. SHARE CAPITAL

5.1 Issued Share Capital

As of February 26, 2021, there were 1,100,724,959 Ahold Delhaize common shares issued and fully paid. As of February 26, 2021, after market close, there were 62,691,955 fully paid Ahold Delhaize common shares held by Ahold Delhaize in treasury, with a total nominal value of €626,919.55 and a total book value of €1,440,690,161.89. All Ahold Delhaize shares were created under Dutch law. The nominal value of the Ahold Delhaize shares is denominated in euros. The ISIN code for the Ahold

Delhaize common shares is NL0011794037, and the ISIN code for the Ahold Delhaize American Depositary Receipts is US5004675014.

5.2 Authorized Share Capital

As of the close of business on February 26, 2021, the authorized share capital of Ahold Delhaize amounted to €45,000,000 and was divided into the following classes:

- 1,923,515,827 Ahold Delhaize common shares with a nominal value of €0.01 per share;
- 326,484,173 Ahold Delhaize cumulative preferred financing shares with a nominal value of €0.01 per share subdivided into 122 classes, which are convertible into Ahold Delhaize common shares; and
- 2,250,000,000 Ahold Delhaize cumulative preferred shares with a nominal value of €0.01 per share.

PART XII: USE OF PROCEEDS

The net proceeds from the offer of the Notes will be applied by the Issuer for the refinancing of some financial indebtedness as well as for general corporate purposes.

General corporate purposes may include, but are not limited to, financing and operating activities, capital expenditures, acquisitions and maintenance of our assets.

As of the date of this Prospectus, the Issuer cannot predict with certainty all of the particular uses for the balance of proceeds from the offer, or the amounts that it will actually spend or allocate to specific uses. The amounts and timing of actual expenditures will depend upon numerous factors. The Issuer's management will have significant flexibility in applying the balance of net proceeds from the offer and may change the allocation of these proceeds as a result of these and other contingencies.

PART XIII: TAXATION

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For purposes of Netherlands tax law, a holder of Notes may include an individual or entity who does not have the legal title of these Notes, but to whom nevertheless the Notes or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Notes or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands corporate and individual income tax consequences for:

- (i) investment institutions (*fiscale beleggingsinstellingen*);
- (ii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other Netherlands tax resident entities that are not subject to or exempt from Netherlands corporate income tax;
- (iii) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Notes of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Issuer;
- (iv) persons to whom the Notes and the income from the Notes are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);
- (v) entities that are a resident of Aruba, Curaçao or Sint Maarten that have an enterprise that is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Notes are attributable to such permanent establishment or permanent representative; and
- (vi) individuals to whom Notes or the income therefrom are attributable to employment activities that are taxed as employment income in the Netherlands.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Withholding Tax

All payments made by the Issuer under the Notes may - except in certain very specific cases as described below - be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident anywhere (also a hybrid mismatch), all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Corporate and Individual Income Tax

Residents of the Netherlands

If a holder of Notes is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realized upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (at up to a maximum rate of 25%).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes, income derived from the Notes and gains realized upon the redemption, settlement or disposal of the Notes are taxable at the progressive rates (at up to a maximum rate of 49.50%) under the Netherlands Income Tax Act 2001, if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Notes, must determine taxable income with regard to the Notes on the basis of a deemed return on savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realized. This deemed return on savings and investments is fixed at a percentage of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (January 1), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on January 1. The fair market value of the Notes will be included as an asset in the individual's yield basis. The deemed return percentage to be applied to the yield basis increases progressively depending on the amount of the yield basis. The deemed return on savings and investments is taxed at a rate of 31%.

Non-residents of the Netherlands

If a person is neither a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Netherlands corporate or individual income tax purposes, such person is not liable to Netherlands income tax in respect of income derived from the Notes and gains realized upon the settlement, redemption or disposal of the Notes, unless:

- (i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, that is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25%.

- (ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) realizes income or gains with respect to the Notes that qualify as income from miscellaneous activities in the Netherlands that include activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

Income derived from the Notes as specified under (1) and (2) is subject to individual income tax at progressive rates at up to a maximum rate of 49.50%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on savings and investments (as described above under "Residents of the Netherlands").

Gift and Inheritance Tax

Netherlands gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

- (i) the holder of a Note is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Notes or in respect of a cash payment made under the Notes, or in respect of a transfer of Notes.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Notes.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as **FATCA**, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and the Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer).

Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

PART XIV: SUBSCRIPTION AND SALE

BNP Paribas, BofA Securities Europe SA, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, J.P. Morgan AG and Société Générale (the **Joint Bookrunners**) and ABN AMRO Bank N.V., Coöperatieve Rabobank U.A., ING Bank N.V., Belgian Branch, KBC Bank NV and Wells Fargo Securities Europe S.A. (the **Co-Managers** and, together with the Joint Bookrunners, the **Managers**) have, pursuant to a subscription agreement dated on March 16, 2021 (the **Subscription Agreement**), agreed with the Issuer, subject to certain terms and conditions, to subscribe, or procure subscribers, and pay for the Notes at the issue price of 99.63% and the other conditions as set out in the Subscription Agreement. The aggregate amount payable for the Notes calculated at the issue price less any due fee will be paid by the Managers to the Issuer in the manner as set out in the Subscription Agreement. Fees and costs in connection with the issue of the Notes to be paid and/or reimbursed by the Issuer to the Managers have been agreed in a separate agreement between the Issuer and the Managers. The Subscription Agreement will entitle the Managers to terminate its obligations in certain circumstances prior to payment being made to the Issuer.

General

Neither the Issuer nor the Managers has made any representation that any action will be taken in any jurisdiction by the Managers or the Issuer that would permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering or publicity material relating to the Notes (including roadshow materials and investor presentations) in any country or jurisdiction where action for that purpose is required. The Managers have agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Notes or has in its possession or distributes this Prospectus or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer in any such jurisdiction as a result of any of the foregoing actions.

The following sections set out specific notices in relation to certain countries that, if stricter, shall prevail over the foregoing general notice.

United States

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the securities laws of any State or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes are being offered and sold solely outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act (**Regulation S**). Terms used in this paragraph have the meaning given to them in Regulation S.

The Managers have agreed that they will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offer and the Closing Date within the United States or to, or for the account or benefit of, U.S. persons, and they will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration (if any) to which they sell Notes during such 40-day distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them in Regulation S.

In addition, until 40 days after the commencement of the offer, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offer) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations, including U.S. Treasury Regulation section 1.163-5(c)(2)(i)(D) (**TEFRA D**). Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Prohibition of sales to EEA Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available to and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II;
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United Kingdom

Prohibition of sales to UK Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available to and will not offer, sell or otherwise make available any Notes to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA;
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the **UK Prospectus Regulation**); and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Other regulatory restrictions

Each Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **Financial Services and Markets Act**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the Financial Services and Markets Act does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Singapore

Each Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Manager has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA or any person pursuant to Section 275(1A) of the SFA and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore and the Securities and Futures (Capital Markets Products) Regulations 2018 (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes as capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

PART XV: GENERAL INFORMATION

- (1) The issue of the Notes was authorized by resolutions passed by the Management Board and the Supervisory Board of the Issuer on March 1, 2021 and February 16, 2021 respectively.
- (2) Application has been made for the Notes to be listed and traded as from the Issue Date on Euronext Amsterdam. Coöperatieve Rabobank U.A. has been appointed as listing agent for that purpose. The costs to the Issuer in connection with the listing and admission to trading of the Notes are approximately EUR 10,960. The estimated net proceeds of the issuance of the Notes are EUR 595,380,000.
- (3) The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.
- (4) There has been no significant change in the financial performance or the financial position of the Issuer and its subsidiaries considered as a whole since January 3, 2021 and no material adverse change in the prospects of the Issuer and its subsidiaries considered as a whole since January 3, 2021.
- (5) Except as disclosed in Section 7.2 through 7.6 to Part VIII (*Description of the Issuer*), neither the Issuer, nor any of its Material Subsidiaries, has been involved in any governmental, legal or arbitration proceedings (including any such proceedings that are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus that may have, or has had in the recent past significant effects on the financial position or profitability of the Issuer and/or the Issuer and its subsidiaries considered as a whole.
- (6) The Notes have been accepted for clearance through the clearing systems of Clearstream, Luxembourg and Euroclear. The Common Code of Notes is 231728830. The International Securities Identification Number (**ISIN**) of the Notes is XS2317288301. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.
- (7) Save as disclosed in the risk factor '*The Issuer, the Paying Agents and the Managers may engage in transactions adversely affecting the interests of the Noteholders*' in Part I (*Risk Factors*), no person involved in the offer of the Notes has any interest, including conflicting ones, that is material to the offer of the Notes, save for any fees payable to the Managers. Each Manager is a creditor of the Issuer in the framework of its banking operations. In addition, in the ordinary course of business, the Managers or their affiliates have provided and may in the future provide commercial, financial advisory or investment banking services for us and our subsidiaries for which they have received or will receive customary compensation.
- (8) Save as disclosed in Section 8 to Part VII (*Description of the Issuer*), neither the Issuer nor any member of its group has entered into any contracts that could result in the Issuer being under an obligation or entitlement that would be material to its ability to meet its obligations toward holders of the Notes.
- (9) No assurance or representation is or can be given to investors by the Issuer, any other member of the Group, the Managers, the sustainability linked bond structuring agents, any second party opinion providers or the External Verifier as to the suitability or reliability for any purpose whatsoever of any opinion, report, certification or validation of any third party in connection with the offering of the Notes or the Food Waste Reduction Percentage Threshold or the Carbon Emission Reduction Percentage Threshold to fulfil any green, social, sustainability, sustainability-linked and/or other criteria. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.

The second party opinion providers and providers of similar opinions, certifications and validations are not currently subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, any member of the Group, the Managers, the sustainability linked bond structuring agents, any second party opinion providers, the External Verifier or any other person to buy, sell or hold Notes. Noteholders have no recourse against the Issuer, any of the Managers, the sustainability linked bond structuring agents or the provider of any such opinion or certification for the contents of any such opinion or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, certification or validation and/or the information contained therein and/or the provider of such opinion, certification or validation for the purpose of any investment in the Notes.

Any withdrawal of any such opinion or certification or any such opinion, certification attesting that the Group is not complying in whole or in part with any matters for which such opinion, certification or validation is opining on or certifying on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

- (10) Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain, from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (11) During the life of the Notes, copies of the following documents may be inspected at <https://www.aholdelhaize.com/en/> and will be available, during usual business hours on any day (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer:
- the Articles of Association (*statuten*) of the Issuer, in English and in Dutch;
 - the 2019 Annual Report and the 2020 Annual Report;
 - a copy of this Prospectus together with any Supplement to this Prospectus; and
 - all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is included or referred to in this Prospectus.
- (12) The Issuer's statutory auditor, PricewaterhouseCoopers Accountants N.V. (**PwC**), has audited, and rendered unqualified auditor's reports on, the audited consolidated financial statements of the Issuer for the year ended January 3, 2021 and December 29, 2019.

The address of the current independent auditor of PwC is Thomas R. Malthusstraat 5, 1066 JR Amsterdam, the Netherlands. The independent auditor, who signs the auditor's report on behalf of PwC, is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

- (13) The Issuer is rated BBB by S&P and Baa1 by Moody's. The Notes are expected to be rated BBB by S&P and Baa1 by Moody's.

A BBB rating by S&P means adequate capacity to meet financial commitments, but more subject to adverse economic conditions (Source: <https://www.spglobal.com/ratings/en/about/understanding-ratings>).

A Baa rating by Moody's means obligations subject to moderate credit risk. They are considered medium-grade and as such may possess speculative characteristics (Source: https://www.moodys.com/sites/products/productattachments/ap075378_1_1408_ki.pdf).

Information on the websites referred to in this paragraph does not form part of this Prospectus and has not been scrutinized or approved by the AFM and may not be relied upon in connection with any decision to invest in the Notes.

A rating is not a recommendation to buy, sell or hold debt, inasmuch as the rating does not comment as to market price or suitability for a particular investor. A rating may be subject to revision or withdrawal at any time by the assigning rating agency.

- (14) The Issuer's Legal entity identifier (LEI) is 724500C9GNBV20UYRX36.
- (15) The effective yield of the Notes to the Maturity Date is 0.417% per annum. The yield is calculated at the Issue Date and assumes that no Step Up Event occurs.
- (16) This Prospectus as well as the documents listed in Part IV (*Documents Incorporated by Reference*) are available on the Issuer's website at www.aholddelhaize.com. Information on the Issuer's website does not form part of this Prospectus and has not been scrutinized or approved by the AFM and may not be relied upon in connection with any decision to invest in the Notes.
- (17) This Prospectus has been approved by the AFM, as the competent authority under the Prospectus Regulation. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Prospectus or of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Registered/Head Office of the Issuer

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Fiscal Agent

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United Kingdom

Listing Agent

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The Netherlands

Joint Bookrunners

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France

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75008 Paris
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Germany

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Germany

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Germany

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Co-Managers

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KBC Bank NV
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Sustainability linked bond structuring agents to the Issuer

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to the Issuer

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to the Managers

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Auditor of the Issuer

PricewaterhouseCoopers Accountants N.V.
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1066 JR Amsterdam
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