UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 16, 2026

General Mills, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware	001-01185	41-0274440
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Number One General Mills Boulevard Minneapolis, Minnesota	55426
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: (763) 764-7600

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $.10 par value	GIS	New York Stock Exchange
1.500% Notes due 2027	GIS 27	New York Stock Exchange
3.907% Notes due 2029	GIS 29	New York Stock Exchange
3.650% Notes due 2030	GIS 30A	New York Stock Exchange
3.600% Notes due 2032	GIS 32	New York Stock Exchange
3.850% Notes due 2034	GIS 34	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01 Other Events.

On April 9, 2026, General Mills, Inc. (the "Company") agreed to sell €1,000,000,000 aggregate principal amount of its 4.750% Series A fixed-to-fixed reset rate junior subordinated notes due 2056 (the "Series A Notes") and €700,000,000 aggregate principal amount of its 5.250% Series B fixed-to-fixed reset rate junior subordinated notes due 2056 (the "Series B Notes," and together with the Series A Notes, the "Notes") pursuant to the Underwriting Agreement, dated April 9, 2026 (the "Underwriting Agreement"), among the Company and Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited, and J.P. Morgan Securities plc and the several underwriters named therein. The Notes will be issued pursuant to that certain Indenture, dated as of February 1, 1996 (as amended, the "Indenture"), between the Company and U.S. Bank Trust Company, National Association, as Trustee, and the Officers' Certificate and Authentication Order, dated April 16, 2026 (the "Officers' Certificate"), pursuant to Sections 201, 301 and 303 of the Indenture. The offer and sale of the Notes has been registered under the Securities Act of 1933, as amended, by Registration Statement on Form S-3 (No. 333-283277). The sale of the Notes is expected to close on April 16, 2026, subject to customary closing conditions.

The purpose of this Current Report is to file with the Securities and Exchange Commission the Underwriting Agreement, the Officers' Certificates, the opinion of Faegre Drinker Biddle & Reath LLP with respect to the validity of the Notes and the opinion of McDermott Will & Schulte LLP with respect to certain tax matters.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

1	Underwriting Agreement, dated April 9, 2026, by and among the Company and each of Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited, and J.P. Morgan Securities plc and the several underwriters named therein.
4.1	Officers' Certificate and Authentication Order, dated April 16, 2026 for the 4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (which includes the form of Note) issued pursuant to the Indenture.
4.2	Officers' Certificate and Authentication Order, dated April 16, 2026 for the 5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (which includes the form of Note) issued pursuant to the Indenture.
5	Opinion of Faegre Drinker Biddle & Reath LLP.
8	Opinion of McDermott Will & Schulte LLP.
23.1	Consent of Faegre Drinker Biddle & Reath LLP (included in Exhibit 5).
23.2	Consent of McDermott Will & Schulte LLP (included in Exhibit 8).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 16, 2026

GENERAL MILLS, INC.

By:	/s/ Kofi A. Bruce
Name:	Kofi A. Bruce
Title:	Chief Financial Officer

Exhibit 1

General Mills, Inc.

€1,000,000,000 4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056
€700,000,000 5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056

Underwriting Agreement

April 9, 2026

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom

Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

As Lead Managers of the several Underwriters

Ladies and Gentlemen:

General Mills, Inc., a corporation organized under the laws of Delaware (the "**Company**"), proposes to sell to the several underwriters named in Schedule II hereto (the "**Underwriters**") the principal amount of its securities identified in Schedule I hereto (the "**Securities**"), to be issued under an indenture (the "**Indenture**"), dated as of February 1, 1996, between the Company and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as trustee (the "**Trustee**"). To the extent there are no additional Underwriters listed on Schedule II other than you, the term Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus shall be deemed to refer to and include the documents

incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus, as the case may be; and any reference herein to the terms "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference.

Certain terms used herein are defined in Section 18 hereof.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission a registration statement (the file number of which is set forth in Schedule I hereto) on Form S-3, including a related basic prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a Preliminary Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission a final prospectus in accordance with Rules 415 and 424(b). As filed, such final prospectus supplement shall contain all Rule 430A Information or Rule 430B Information, as the case may be, together with all other such required information, and, except to the extent the Underwriters shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) (i) On the Effective Date, the Registration Statement did, and when any Preliminary Prospectus is first filed (if required) in accordance with Rule 424(b), such Preliminary Prospectus will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date, the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; (ii) on the Effective Date and at the Execution Time, the Registration Statement did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; (iii) as of the Time of Sale, the Time of Sale Information did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and no statement of material fact included in the Final Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Final Prospectus has been omitted therefrom; (iv) each Electronic Road Show, if any, when considered together with the Time of Sale Information, does not contain any untrue statement of a material fact or

omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; (v) on the Effective Date and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and (vi) as of its date and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Underwriters specifically for inclusion in the Registration Statement, any Preliminary Prospectus, the Time of Sale Information or the Final Prospectus (or any supplement thereto), as applicable.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Act. Any Free Writing Prospectus that the Company is required to file pursuant to Rule 433(d) under the Act has been, or will be, filed with the Commission in accordance with the requirements of the Act and the applicable rules and regulations of the Commission thereunder. Each Free Writing Prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Act and the applicable rules and regulations of the Commission thereunder. Except for the Free Writing Prospectuses identified in Schedule III hereto, and Electronic Road Shows, if any, each furnished to the Underwriters before first use, the Company has not prepared, used or referred to, and will not, without the prior consent of the Underwriters, prepare, use or refer to, any Free Writing Prospectus.

(d) Each of the Company and its Material Subsidiaries has been duly incorporated or organized, as the case may be, and is validly existing as a corporation or a limited liability company in good standing (as applicable) under the laws of the jurisdiction in which it is chartered or organized with corporate or limited liability company power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation or limited liability company and is in good standing (as applicable) under the laws of each jurisdiction which requires such qualification or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction.

(e) This Agreement has been duly authorized, executed and delivered by the Company.

(f) The Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law); and the Securities have been duly

authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law) and entitled to the benefits of the Indenture.

(g) None of the execution and delivery of the Indenture, the issue and sale of the Securities, or the consummation of any other of the transactions herein contemplated will conflict with, result in a breach or violation of or imposition of any lien, charge or encumbrance upon any property or assets of the Company or its Material Subsidiaries pursuant to (i) the charter or by-laws of the Company or such subsidiaries, (ii) the terms of any material indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or such subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or such subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiaries or any of its or their properties.

(h) Since the date of the latest audited financial statements included or incorporated by reference in the Prospectus, there has been no material adverse effect on the consolidated financial position, stockholders' equity or results of operations, prospects, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business ("**Material Adverse Effect**"), except as set forth in or contemplated in the Prospectus.

(i) The Indenture and the Securities conform in all material respects to the descriptions thereof contained in the Prospectus.

(j) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(k) No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the securities or blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Prospectus.

(l) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data included or incorporated by reference in the Prospectus and Registration Statement are fairly presented on the

basis stated therein. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Prospectus and the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(m) Except as set forth in or contemplated in the Prospectus, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) could reasonably be expected to have a Material Adverse Effect.

(n) KPMG LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included in the Prospectus, are independent public accountants with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(o) No labor dispute with the employees of the Company or any of its Material Subsidiaries exists or, to the best of the Company's knowledge, is threatened that could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Prospectus.

(p) No Material Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated by the Prospectus.

(q) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(r) The Company maintains disclosure controls and procedures and internal control over financial reporting pursuant to Rule 13a-15(a) under the Exchange Act. Since May 25, 2025, the Company has complied in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(s) (i) the Company's internal control over financial reporting was effective as of May 25, 2025 and (ii) to the Company's knowledge, there have been no changes in the Company's internal control over financial reporting subsequent to May 25, 2025 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

(t) The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with Anti-Corruption Laws and applicable Sanctions. None of (a) the Company, any subsidiary or to the knowledge of the Company or such subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of

the Company or any subsidiary that will act in any capacity in connection with or benefit from the sale of the Securities, is a Sanctioned Person. The representations in this section shall not apply to, nor are they sought by or given to, any person if and to the extent that the express of, or compliance with, or receipt or acceptance of, such representations would breach any provision of (i) Council (EC) No. 2271/96, as amended from time to time (the "**EU Blocking Regulation**"), or any law or regulation implementing the EU Blocking Regulation in any member state of the European Union or any similar applicable anti-boycott law or regulation, (ii) Council Regulation (EC) 2271/96 as it forms part of domestic law of the United Kingdom, as amended from time to time (the "**U.K. Blocking Regulation**") or any law or regulation implementing the U.K. Blocking Regulation or any similar applicable anti-boycott law or regulation or (iii) with regard to Deutsche Bank AG, London Branch, Section 7 of the German Foreign Trade Ordinance (*Verordnung zur Durchführung des Außenwirtschaftsgesetzes (Außenwirtschaftsverordnung – AWV)*).

Any certificate signed by any officer of the Company and delivered to the Underwriters or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than six Business Days after the foregoing date as the Underwriters shall designate, which date and time may be postponed by agreement between the Underwriters and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "**Closing Date**"). Delivery of the Securities shall be made to the Settlement Lead Manager (as defined herein) for the respective accounts of the several Underwriters against payment by the several Underwriters through the Settlement Lead Manager of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made in book-entry form through a common depositary for Clearstream Banking, *société anonyme* and Euroclear Bank S.A./N.V., as operator of the Euroclear system, unless the Settlement Lead Manager shall otherwise instruct.

4. Offering by the Underwriters. The Company understands that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause any amendment to the Registration Statement to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment to the Registration Statement or supplement (including the Final Prospectus, any Preliminary Prospectus or the Time of Sale Information) to the Basic Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object.

Subject to the foregoing sentence, if the Registration Statement has become effective pursuant to Rule 430A or Rule 430B, or filing of the Final Prospectus is otherwise required under Rule 424(b), the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Underwriters of such timely filing. The Company will promptly advise the Underwriters (1) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (2) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If the Time of Sale Information is being used to solicit offers to buy the Securities at a time when the Final Prospectus is not yet available to prospective purchasers and any event occurs as a result of which the Time of Sale Information would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if any event occurs or condition exists as a result of which the Time of Sale Information conflicts with the information contained or incorporated by reference in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Information to comply with applicable law, the Company will forthwith prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Information so that the statements in the Time of Sale Information, as so amended or supplemented will not, in the light of the circumstances under which they were made when delivered to a prospective purchaser, be misleading or so that the Time of Sale Information, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Information, as amended or supplemented, will comply with applicable law.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (or in lieu thereof the notice required by Rule 173), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (1) notify the Underwriters of such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Final Prospectus to the Underwriters in such quantities as they may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders and to the Underwriters an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(e) The Company will furnish to the Underwriters and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (or in lieu thereof the notice required by Rule 173), as many copies of the Time of Sale Information and the Final Prospectus and any supplement thereto as the Underwriters may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Underwriters may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of the Financial Industry Regulatory Authority, Inc., in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(g) The Company will furnish to the Underwriters a copy of each proposed Free Writing Prospectus to be prepared by or on behalf of, used by, or referred to by the Company and will not use or refer to any proposed Free Writing Prospectus to which the Underwriters reasonably object.

(h) The Company will not take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Act a Free Writing Prospectus prepared by or on behalf of any Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(i) The Company will not, without the prior written consent of the Underwriters, (i) offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or (ii) establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Rule 16a-1 of the Exchange Act in respect of, any debt securities issued or guaranteed by the Company with a maturity in excess of one year or publicly announce an intention to effect any such transaction, until the Closing Date.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(k) In connection with the offering of the Securities: (i) the Underwriters have acted at arm’s length, are not agents of, and owe no fiduciary duties to, the

Company or any other person; (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Company and are not obligated to disclose such interests.

(l) If the third anniversary of November 15, 2024 occurs before all the Securities have been sold by the Underwriters, prior to such third anniversary the Company will file a new shelf registration statement and take any other action necessary to permit the public offering of the Securities to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission.

(m) The Company will prepare a final term sheet relating to the offering of the Securities, substantially in the form of Exhibit A to Schedule III, containing only information that describes the final terms of the Securities or the offering in a form consented to by the Underwriters, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Act following the date the final terms have been established for the offering of the Securities.

(n) The Company consents to the use by any Underwriter of a Free Writing Prospectus that (a) is not an "issuer free writing prospectus" as defined in Rule 433(h)(1), and (b) contains only (i) information describing the preliminary terms of the Securities or their offering, (ii) information that is permitted by Rule 134 of the Act or (iii) information that describes the final terms of the Securities or their offering and that is included in the final term sheet of the Company contemplated in Section 5(m); provided that each Underwriter severally covenants with the Company not to take any action without the Company's prior consent that would result in the Company being required to file with the Commission under Rule 433(d) under the Act a Free Writing Prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

(o) The Company has taken commercially reasonable efforts to cause the Securities to be listed for trading on the New York Stock Exchange (the "**NYSE**") as of the date of the issuance of the Securities, or as promptly as practicable thereafter, and the Company has no reason to believe that the Securities will not be authorized for listing on the NYSE, subject to official notice of issuance and evidence of satisfactory distribution.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Time of Sale and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) If filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company's General Counsel shall have furnished to the Underwriters an opinion, dated the Closing Date and addressed to the Underwriters to the effect that:

(i) the Company and each of its Material Subsidiaries has been duly incorporated or organized, as the case may be, and is validly existing as a corporation or limited liability company in good standing (as applicable) under the laws of the jurisdiction in which it is chartered or organized, with corporate or limited liability company power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation or limited liability company and is in good standing (as applicable) under the laws of each jurisdiction which requires such qualification, or subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(ii) the Company's authorized equity capitalization is as set forth in the Prospectus; the Indenture and the Securities conform in all material respects to the description thereof contained in the Prospectus;

(iii) the Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law); and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law) and entitled to the benefits of the Indenture;

(iv) to the knowledge of such counsel, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property, of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements included or incorporated by reference in (A) the Time of Sale Information under the headings "Description of Debt Securities" and "Description of the Notes"; (B) the Final Prospectus under the headings, "Description of Debt Securities", "Description of the Notes" and "Underwriting" and (C) the Registration Statement in Item 15, in each case insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings;

(v) (A) the Registration Statement has become effective under the Act; (B) any required filing of the Basic Prospectus, any Preliminary Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); (C) any required filing of any Free Writing Prospectus pursuant to Rule 433 has been made in

the manner and within the time period required by Rule 433; (D) to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement, any Preliminary Prospectus and the Final Prospectus (other than the financial statements and other financial information contained or incorporated by reference therein and the Form T-1, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; and (E) nothing has come to the attention of such counsel that causes such counsel to believe that (1) on the Effective Date or the date the Registration Statement was last deemed amended, and at the Execution Time, the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (2) the Final Prospectus as of its date or on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (3) the Time of Sale Information as of the Time of Sale or, as amended or supplemented (if applicable) as of the Closing Date, included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (with respect to clauses (1) through (3) above, in each case other than the financial statements and other financial information contained or incorporated by reference therein and the Form T-1, as to which such counsel need express no opinion);

(vi) this Agreement has been duly authorized, executed and delivered by the Company;

(vii) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended;

(viii) no consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the securities or blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated in this Agreement and in the Prospectus and such other approvals (specified in such opinion) as have been obtained;

(ix) neither the execution and delivery of the Indenture, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated will conflict with, result in a breach or violation of or imposition of any lien, charge or encumbrance upon any property or assets of the Company or its Material Subsidiaries pursuant to, (i) the charter or by-laws of the Company or such subsidiaries, (ii) the terms of any material indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or such subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or such subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other

authority having jurisdiction over the Company or such subsidiaries or any of its or their properties;

(x) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement; and

(xi) the statements in the Prospectus under the caption "Material United States Federal Income and Estate Tax Considerations", insofar as such statements constitute a summary of the United States federal tax laws referred to therein, are accurate and fairly summarize in all material respects the U.S. federal tax laws referred to therein.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and its subsidiaries and public officials. With respect to opinion (iii) above, such opinion may be rendered by Faegre Drinker Biddle & Reath LLP with respect to the laws of the State of New York. References to the Final Prospectus in this paragraph (b) include any supplements thereto at the Closing Date.

(c) The Underwriters shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Underwriters, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Time of Sale Information, the Final Prospectus (together with any supplement thereto) and other related matters as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Underwriters a certificate of the Company, signed by the Chairman of the Board or the President or any Vice President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have reviewed the Registration Statement, the Time of Sale Information, the Final Prospectus, any supplements to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) to the knowledge of such officers, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Prospectus, there has been no Material Adverse Effect, except as set forth in or contemplated in the Prospectus.

(e) The Company shall have requested and caused KPMG LLP to have furnished to the Underwriters, at the Execution Time and at the Closing Date, letters, (which may refer to letters previously delivered to one or more of the Underwriters), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Underwriters, constituting statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters and (i) confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable rules and regulations adopted by the Commission thereunder; (ii) confirming that they have performed a review of the unaudited interim financial information of the Company for the period ended on and as at the date of the unaudited financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and Final Prospectus, in accordance with AS 4105; and (iii) stating in effect, that:

(i) in their opinion the audited financial statements and financial statement schedules included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus and reported on by them comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related rules and regulations adopted by the Commission;

(ii) on the basis of a reading of the unaudited financial statements of the Company made available by the Company and its subsidiaries; their limited review, as described in AS 4105, of the unaudited interim financial information for the period ended on and as at the date of the unaudited financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and Final Prospectus, as indicated in their report which is incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus; carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders, directors and committees of the Company and its subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to the date of the most recent unaudited financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus do not comply as to form in all material respects with applicable accounting requirements of the Act and with the related rules and regulations adopted by the Commission with respect to financial statements included or incorporated by reference in quarterly reports on Form 10-Q or in reports on Form 8-K under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus;

(2) with respect to the period subsequent to the date of the most recent financial statements (other than any capsule information), audited or

unaudited, included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus, there were any changes, at a specified date not more than three Business Days prior to the date of the letter (and in the case of the letter dated as of the Closing Date, at a specified date also being not earlier than the date hereof), in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the stockholders' equity of the Company or in consolidated net current assets as compared with the amounts shown on the consolidated balance sheet as of the date indicated above included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus, or for the period from the date one day after the date above to such specified date there were any decreases, as compared with the corresponding period in the preceding year for sales, earnings before taxes and earnings from joint ventures or in total or per share amounts of net earnings of the Company and its subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Underwriters; and

(3) any material modifications should be made to the unaudited financial statements incorporated by reference in the Registration Statement, the Time of Sale Information or the Final Prospectus for them to be in conformity with generally accepted accounting principles; and

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Registration Statement, the Time of Sale Information and the Final Prospectus, including the information set forth under the captions "Summary" and "Risk Factors" in the Time of Sale Information and the Final Prospectus, the information included or incorporated by reference in Items 1, 1A, 2, 7 and 11 of the Company's Annual Report on Form 10-K, incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus, and the information included in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated by reference in the Company's quarterly reports on Form 10-Q or current reports on Form 8-K, incorporated by reference in the Registration Statement, the Time of Sale Information and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Prospectus in this paragraph (e) include any supplement thereto at the date of the letter.

(f) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement and the Final Prospectus, there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the consolidated financial position, stockholders' equity or results of operations, prospects, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus, the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment

of the Underwriters, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement and the Final Prospectus.

(g) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(h) Prior to the Closing Date, the Company shall have furnished to the Underwriters such further information, certificates and documents as the Underwriters may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Underwriters and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Underwriters. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered through the office of Davis Polk & Wardwell LLP, counsel for the Underwriters, at 450 Lexington Avenue, New York, New York, 10017 on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities. Except as provided in this Section 7 and Section 8 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel. Each Underwriter agrees to pay the portion of such expenses represented by such Underwriter's pro rata share (based on the proportion that the principal amount of Securities set forth opposite each Underwriter's name in Schedule II bears to the aggregate principal amount of Securities set forth opposite the names of all Underwriters) of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the officers and directors of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, the Time of Sale Information, any issuer free writing prospectus as defined in Rule 433(h)(1) under the Act, any Electronic Roadshow, any issuer information that the Company has filed, or is

required to file, pursuant to Rule 433(d)(i)(B) under the Act or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page regarding delivery of the Securities and, under the heading "Underwriting", (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the third paragraph related to concessions and reallowances and (iii) the eighth, ninth and tenth paragraphs related to stabilization, syndicate covering transactions and penalty bids in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus or the Final Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to

employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "**Losses**") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder, after taking into account the amount of damages such Underwriter is otherwise required to pay, if any. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director and officer of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act and each director and officer of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) For purposes of this Section 8, the parties agree that any loss incurred by an Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "**Judgment Currency**") other than euros and as a result of any variation as between i) the rate of exchange at which the euro amount is converted into Judgment Currency for the purpose of such judgment or order, and ii) the rate of exchange at which such Underwriter is able to purchase euros on the business day following actual receipt by such Underwriter of any sum adjudged or ordered to be so due in the Judgment Currency with the amount of the Judgment Currency actually received by such Underwriter shall constitute indemnifiable losses pursuant to this section. The term "rate of

exchange" shall include any premiums and costs of exchange payable in connection with purchase or, or conversion into, the relevant currency.

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Underwriters shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Underwriters, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time:

(a) (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) there shall have occurred any material disruption in securities clearance or settlement services, (iii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriters, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Time of Sale Information or the Final Prospectus; or

(b) the representation in Section 1(b)(iii) is incorrect in any respect.

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Lead Managers, will be mailed, delivered or telefaxed to the address specified for notices to the Lead Managers set forth in Schedule I hereto; or, if sent to the Company, will be mailed, delivered or telefaxed to General Mills, Inc., General Counsel,

Number One General Mills Blvd., Minneapolis, Minnesota 55426, with a copy to General Mills, Inc., Treasury Department, Number One General Mills Blvd., Minneapolis, Minnesota 55426, Attn.: Treasurer.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Miscellaneous: In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

18. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"**Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Company or its subsidiaries from time to time concerning or relating to bribery or corruption.

"**Basic Prospectus**" shall mean the prospectus covering the Securities dated November 15, 2024, contained in the Registration Statement, in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Act).

"**Business Day**" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"**Commission**" shall mean the Securities and Exchange Commission.

"**Effective Date**" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or become effective.

"**Electronic Road Show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Act.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"**Execution Time**" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"**Final Prospectus**" shall mean the Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Offered Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Act).

"**Free Writing Prospectus**" has the meaning set forth in Rule 405 under the Act and includes the final term sheet referred to in Section 5(m) hereof.

"**Material Subsidiaries**" shall mean the Company's significant subsidiaries as defined by Rule 1-02(w) of Regulation S-X.

"**Preliminary Prospectus**" shall mean any preliminary form of the Final Prospectus used prior to filing of the Final Prospectus.

"**Prospectus**" shall mean the Final Prospectus, as of its date and as of the Closing Date, and the Time of Sale Information as of the Time of Sale.

"**Registration Statement**" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements, as amended at the Execution Time and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information or Rule 430B Information, as the case may be, deemed to be included therein at the Effective Date as provided by Rule 430A or Rule 430B.

"**Rule 173**", "**Rule 415**", "**Rule 424**", "**Rule 430A**", "**Rule 430B"** and "**Rule 462**" refer to such rules under the Act.

"**Rule 430A Information**" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"**Rule 430B Information**" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430B.

"**Rule 462(b) Registration Statement**" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or HM Treasury of the United Kingdom.

"**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any Sanctions.

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the United Kingdom or the European Union, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"**Time of Sale**" shall mean the time when sales of the Securities were first made.

"**Time of Sale Information**" shall mean the Preliminary Prospectus (if applicable) most recently available prior to the Time of Sale and each Free Writing Prospectus relating to the Securities listed on Schedule III hereto. If, subsequent to the Execution Time, the Company and the Underwriters have determined that such Time of Sale Information included an untrue statement of material fact or omitted a statement of material fact necessary to make the information therein, in the light of the circumstances under which it was made, not misleading and have agreed to provide an opportunity to purchasers of the Securities to terminate their old purchase contracts and enter into new purchase contracts, then "**Time of Sale Information**" will refer to the information available to purchasers at the time of entry into the first such new purchase contract.

"**Trust Indenture Act**" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

19. Other Liabilities Governed by Non-EEA Law. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the parties hereto, each counterparty to a BRRD Party acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any BRRD Party to it under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on it of such shares, securities or obligations;

(iii) the cancellation of the BRRD Liability; and

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

The terms which follow, when used in this Section 19, shall have the meanings indicated.

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"**BRRD Party**" means any Underwriter subject to Bail-in Powers.

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party.

20. Other Liabilities Governed by UK Law. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding among the parties to this Agreement, each of the parties to this Agreement acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant United Kingdom ("UK") resolution authority, and acknowledges, accepts and agrees to be bound by:

(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the Underwriters to the Company under this Agreement, which (without limitation) may include and result in any of the following or some combination thereof:

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the Underwriters or another person (and the issue to or conferral on the Company of such shares, securities or obligations);

(iii) the cancellation of the UK Bail-in Liability; and/or

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

The terms which follow, when used in this Section 20, shall have the meanings indicated.

"**UK Bail-in Legislation**" means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**UK Bail-in Liability**" means a liability in respect of which the UK Bail-in Powers may be exercised.

"**UK Bail-in Powers**" means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

21. Underwriters. Any action by the Underwriters hereunder may be taken by Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited and J.P. Morgan Securities plc on behalf of the Underwriters, and any such action taken by Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited and J.P. Morgan Securities plc shall be binding upon the Underwriters. The execution of this Agreement by each Underwriter constitutes agreement to, and acceptance of, this Section 21.

22. Agreement Among Underwriters. The execution of this Agreement by each Underwriter constitutes the acceptance of each Underwriter of the ICMA Agreement Among Managers Version 1/New York Schedule, subject to any amendment notified to the Underwriters in writing at any time prior to the execution of this Agreement. References to the "**Managers**" shall be deemed to refer to the Underwriters, references to the "**Lead Manager**" shall be deemed to refer to Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited and J.P. Morgan Securities plc; references to "**Settlement Lead Manager**" shall be deemed to refer to Deutsche Bank AG, London Branch; "**Stabilization Coordinator**" shall be deemed to refer to Deutsche Bank AG, London Branch and "**Subscription Agreement**" means the Underwriting Agreement. As applicable to the Underwriters, Clause 3 of the ICMA Agreement Among Managers Version 1/New York Schedule shall be deemed to be deleted in its entirety and replaced with Section 9 of this Agreement.

23. Stabilization. The Company hereby authorizes Deutsche Bank AG, London Branch as the "**Stabilizing Manager**" to make adequate public disclosure regarding stabilization of the information required in relation to such stabilization by Commission Regulation (EC) 2273/2003 of the Commission of the European Communities. The Stabilizing Manager for its own account may, to the extent permitted by applicable laws and directives, over-allot and effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail, but in doing so the Stabilizing Manager shall act as principal and not as agent of the Company and any loss resulting from overallotment and stabilization shall be borne, and any profit arising therefrom shall be beneficially retained, by the Stabilizing Manager. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake any stabilization action. Nothing contained in this paragraph shall be construed so as to require the Company to issue in excess of the aggregate principal amount of Securities specified in Schedule II hereto. Such stabilization, if commenced, may be discontinued at any time and shall be conducted by the Stabilizing Manager in accordance with all applicable laws and directives.

24. Commissionaire Account Third Party Rights. The Settlement Lead Manager or such other Representative as the Underwriters may agree to settle the Securities (the "**Settlement Bank**") acknowledges that the Securities will initially be credited to an account (the "**Commissionaire Account**") for the benefit of the Settlement Bank the terms of which include a third-party beneficiary clause ('stipulation pour autrui') with the Company as the third-party beneficiary and provide that such Securities are to be delivered to others only against payment of the purchase prices set forth in Schedule I hereto into the Commissionaire Account on a delivery against payment basis. The Settlement Bank acknowledges that (i) the Securities shall be held to the order of the Company as set out above and (ii) the purchase prices set forth in Schedule I hereto for the Securities received in the Commissionaire Account will be held on behalf of the Company until such time as they are transferred to the Company's order. The Settlement Bank undertakes that the purchase prices set forth in Schedule I hereto will be transferred to the Company's order promptly following receipt of such monies in the Commissionaire Account. The Company acknowledges and accepts the benefit of the third-party beneficiary clause ('stipulation pour autrui') pursuant to the Belgian or Luxembourg Civil Code, as applicable, in respect of the Commissionaire Account.

25. Product Governance Rules (UK). Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the UK MiFIR Product Governance Rules:

(a) each of Barclays Bank PLC, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited and J.P. Morgan Securities plc (each a "**UK Manufacturer**" and together "**the UK Manufacturers**") acknowledges that it understands the responsibilities conferred upon it under the UK MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Securities and the related information set out in the Prospectus and announcements in connection with the Securities; and

(b) the other Underwriters (other than those subject to the UK MiFIR Product Governance Rules) and the Company note the application of the UK MiFIR Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Securities by the UK Manufacturers and the related information set out in the Prospectus and announcements in connection with the Securities.

26. Product Governance Rules (EU). Solely for the purposes of the requirements of Article 9 of the MiFID Product Governance rules under EU Delegated Directive 2017/593 as implemented into the laws of the relevant member state (the "**EU Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the EU Product Governance Rules:

(a) Deutsche Bank AG, London Branch (an "**EU Manufacturer**") acknowledges to each other EU Manufacturer that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Securities and the related information set out in the Prospectus in connection with the Securities;

(b) and the other Underwriters (other than those subject to the EU Product Governance Rules) and the Company note the application of the EU Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Securities by the EU Manufacturers and the related information set out in the Prospectus and announcements in connection with the Securities.

27. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or any BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k);

"**Covered Entity**" means any of the following:

a "**covered entity**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

a "**covered bank**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

a "**covered FSI**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1 as applicable;

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[*Remainder of Page Intentionally Blank*]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

GENERAL MILLS, INC.

By: /s/ Wendy Unglaub
Name: Wendy Unglaub
Title: Vice President, Treasurer

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Underwriters as of the date first above written.

BARCLAYS BANK PLC
By: /s/ Mirrette Grant
Name: Mirrette Grant
Title: Authorised Signatory

DEUTSCHE BANK AG, LONDON BRANCH
By: /s/ Kevin Prior
Name: Kevin Prior
Title: Managing Director

By: /s/ John Han
Name: John Han
Title: Managing Director

CITIGROUP GLOBAL MARKETS LIMITED
By: /s/ Paula Clarke
Name: Paula Clarke
Title: Delegated Signatory

J.P. MORGAN SECURITIES PLC
By: /s/ Robert Chambers
Name: Robert Chambers
Title: Executive Director

BNP PARIBAS
By: /s/ Rafael Ribeiro
Name: Rafael Ribeiro
Title: Managing Director

By: /s/ Christian J. Stewart
Name: Christian J. Stewart
Title: Managing Director

SMBC BANK INTERNATIONAL PLC
By: /s/ Marko Milos
Name: Marko Milos
Title: Authorised Signatory

TD GLOBAL FINANCE UNLIMITED COMPANY
By: /s/ David Morrissey

Name: David Morrissey
Title: Managing Director

U.S. BANCORP INVESTMENTS, INC.
By: /s/ Julie Brendel
Name: Julie Brendel
Title: Managing Director

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
By: /s/ Nicolas Vucekovic
Name: Nicolas Vucekovic
Title: Executive Director DCM

By: /s/ Adrien Ferrando
Name: Adrien Ferrando
Title: Executive Director DCM

BANCO BRADESCO BBI S.A.
By: /s/ Gilberto Noboru Nakayasu
Name: Gilberto Noboru Nakayasu
Title: Authorized Signatory

By: /s/ Caio Andrade Cesar
Name: Caio Andrade Cesar
Title: Authorized Signatory

BNY MELLON CAPITAL MARKETS, LLC
By: /s/ Dan Klinger
Name: Dan Klinger
Title: Managing Director

PNC CAPITAL MARKETS LLC
By: /s/ Valerie Shadeck
Name: Valerie Shadeck
Title: Managing Director

BANCROFT CAPITAL
By: /s/ William Mingione
Name: William Minione
Title: MD Head of Cap Mkts

LOOP CAPITAL MARKETS LLC
By: /s/ Omar F. Zandan
Name: Omar F. Zandan
Title: Head of Fixed Income Capital Markets & Managing Director

SCHEDULE I

Underwriting Agreement dated:	April 9, 2026
Registration Statement No.:	333-283277
Title, Purchase Price and Description of the Securities:	
Title and Aggregate Principal Amount:	€1,000,000,000 4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 ("Series A") €700,000,000 5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 ("Series B")
Purchase Price (plus interest, if any, accrued from the Closing Date):	Series A: 98.579% or €985,790,000 Series B: 98.335% or €688,345,000
Price to Public:	Series A: 99.454% Series B: 99.210%

Closing Date and Time:

April 16, 2026 at 8:00 a.m., London Time

Address for Notices to the Lead Managers:

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom
Telephone: +44 (0) 20 7773 9098
Attention: Debt Syndicate

Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom
Telephone: +44 (0) 20 7545 4361
Attention: DCM Debt Syndicate

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom
Telephone No: +44 (0) 20 7986 4000
Attention: Debt Syndicate Desk

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom
Email: emea_syndicate@jpmorgan.com
Attention: Head of International Syndicate

SCHEDULE II

Underwriters		Principal Amount of Series A Notes To Be Purchased		Principal Amount of Series B Notes To Be Purchased
Barclays Bank PLC	€	200,000,000	€	140,000,000
Deutsche Bank AG, London Branch		200,000,000		140,000,000
Citigroup Global Markets Limited		200,000,000		140,000,000
J.P. Morgan Securities plc		200,000,000		140,000,000
BNP PARIBAS		65,000,000		45,500,000
SMBC Bank International plc		30,000,000		21,000,000
TD Global Finance unlimited company		30,000,000		21,000,000
U.S. Bancorp Investments, Inc.		30,000,000		21,000,000
Banco Bilbao Vizcaya Argentaria, S.A.		10,000,000		7,000,000
Banco Bradesco BBI S.A.		10,000,000		7,000,000
BNY Mellon Capital Markets, LLC		10,000,000		7,000,000
PNC Capital Markets LLC		10,000,000		7,000,000
Bancroft Capital, LLC		2,500,000		1,750,000
Loop Capital Markets LLC		2,500,000		1,750,000
Total:	€	1,000,000,000	€	700,000,000

SCHEDULE III

Free Writing Prospectus(es)

Final Term Sheet (attached as Exhibit A hereto)

EXHIBIT A TO SCHEDULE III – FINAL PRICING TERM SHEET

Filed pursuant to Rule 433
Registration No. 333-283277

GENERAL MILLS, INC.
Pricing Term Sheet
April 9, 2026

€1,000,000,000 4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (the "Series A Notes")
€700,000,000 5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (the "Series B Notes")
(together, the "notes")

Issuer:	General Mills, Inc.
Issuer Ratings*:	[Intentionally omitted]
Securities Ratings*:	[Intentionally omitted]
Principal Amount:	€1,700,000,000 aggregate principal amount, consisting of €1,000,000,000 principal amount of Series A Notes and €700,000,000 principal amount of Series B Notes
Offering Format:	SEC-registered
Trade Date:	April 9, 2026
Settlement Date (T+5)**:	April 16, 2026
Maturity Date:	Series A Notes: July 16, 2056 Series B Notes: July 16, 2056
Interest Payment Date:	Subject to the Issuer's right to optionally defer interest payments, annually in arrears on each July 16, commencing July 16, 2026 (short first coupon).
Reset Date:	Series A Notes: July 16, 2031 and each fifth anniversary thereof Series B Notes: July 16, 2034 and each fifth anniversary thereof
First Step-Up Date:	Series A Notes: July 16, 2036 Series B Notes: July 16, 2039
Second Step-Up Date:	Series A Notes: July 16, 2051 Series B Notes: July 16, 2054
Initial Margin:	Series A Notes: 202.4 basis points (2.024 percentage points) Series B Notes: 239.0 basis points (2.390 percentage points)

Interest Rate:	Series A Notes: (i) from, and including, the original issuance date to, but excluding, the Series A First Reset Date, at a rate of 4.750% per year; (ii) from, and including, the Series A First Reset Date to, but excluding, the Series A First Step-Up Date, at a rate per year equal to the Series A Five-Year Swap Rate plus the Series A Initial Margin; (iii) during each Reset Period, from, and including, the Series A First Step-Up Date to, but excluding, the Series A Second Step-Up Date, at a rate per year equal to the applicable Series A Five-Year Swap Rate plus the Series A Initial Margin plus 25 basis points (0.25 percentage points); and (iv) during each Reset Period from, and including, the Series A Second Step-Up Date, at a rate per year equal to the applicable Series A Five-Year Swap Rate plus the Series A Initial Margin plus 100 basis points (1.0 percentage point); provided that, the interest rate during any Reset Period will not reset below zero. Series B Notes: (i) from, and including, the original issuance date to, but excluding, the Series B First Reset Date, at a rate of 5.250% per year; (ii) from, and including, the Series B First Reset Date to, but excluding, the Series B First Step-Up Date, at a rate per year equal to the Series B Five-Year Swap Rate plus the Series B Initial Margin; (iii) during each Reset Period, from, and including, the Series B First Step-Up Date to, but excluding, the Series B Second Step-Up Date, at a rate per year equal to the applicable Series B Five-Year Swap Rate plus the Series B Initial Margin plus 25 basis points (0.25 percentage points); and (iv) during each Reset Period from, and including, the Series B Second Step-Up Date, at a rate per year equal to the applicable Series B Five-Year Swap Rate plus the Series B Initial Margin plus 100 basis points (1.0 percentage point); provided that, the interest rate during any Reset Period will not reset below zero.

Price to Public:	Series A Notes: 99.454% plus accrued interest, if any, from April 16, 2026 Series B Notes: 99.210% plus accrued interest, if any, from April 16, 2026
Pricing Benchmark:	Series A Notes: Interpolated 5.25-year Mid-Swap 2.851% (5-year Mid-Swap 2.841% / 6-year Mid-Swap 2.881%) Series B Notes: Interpolated 8.25-year Mid-Swap 2.985% (8-year Mid-Swap 2.973% / 9-year Mid-Swap 3.018%)
Pricing Benchmark Rate:	Series A Notes: 2.851% Series B Notes: 2.985%
Five-Year Swap Rate Fallback:	Series A Notes: 2.841% Series B Notes: 2.841%
Re-Offer Spread vs. Pricing Benchmark:	Series A Notes: 202.4 basis points Series B Notes: 239.0 basis points
Re-Offer Rate (annual):	Series A Notes: 4.875% Series B Notes: 5.375%
Government Benchmark:	Series A Notes: OBL 2.500% due April 16, 2031 Series B Notes: DBR 2.200% due February 15, 2034
Re-Offer Spread vs. Government Benchmark:	Series A Notes: 216.2 basis points Series B Notes: 247.1 basis points
Optional Deferral of Interest:	Up to 10 consecutive years per deferral

Optional Redemption Provisions:	
Par Call:	Series A Notes: In whole or in part from time to time, (i) on each and any day during the period commencing on and including April 17, 2031 (the date that is 90 days prior to the Series A First Reset Date) (the "Series A First Par Call Date") and ending on and including the Series A First Reset Date (such period, the "Series A First Par Call Period"), and (ii) on each and any interest payment date after the Series A First Reset Date (any such date, together with each date in the Series A First Par Call Period, a "Series A Par Call Date"), in each case at 100% of the principal amount of such notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date. Series B Notes: In whole or in part from time to time, (i) on each and any day during the period commencing on and including April 17, 2034 (the date that is 90 days prior to the Series B First Reset Date) (the "Series B First Par Call Date") and ending on and including the Series B First Reset Date (such period, the "Series B First Par Call Period"), and (ii) on each and any interest payment date after the Series B First Reset Date (any such date, together with each date in the Series B First Par Call Period, a "Series B Par Call Date"), in each case at 100% of the principal amount of such notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

Make-Whole Call:	Series A Notes: On any day other than a Series A Par Call Date, in whole or in part from time to time, at a price equal to the greater of (i) 100% of the principal amount of such notes to be redeemed and (ii) sum of present values of the remaining scheduled payments of principal and interest on such notes to be redeemed (exclusive of such interest accrued to the date of redemption), assuming for such purpose that the notes mature on the next succeeding Series A Par Call Date, discounted to the redemption date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus 35 basis points, in each case plus accrued and unpaid interest thereon to, but excluding, the redemption date. Series B Notes: On any day other than a Series B Par Call Date, in whole or in part from time to time, at a price equal to the greater of (i) 100% of the principal amount of such notes to be redeemed and (ii) sum of present values of the remaining scheduled payments of principal and interest on such notes to be redeemed (exclusive of such interest accrued to the date of redemption), assuming for such purpose that the notes mature on the next succeeding Series B Par Call Date, discounted to the redemption date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus 40 basis points, in each case plus accrued and unpaid interest thereon to, but excluding, the redemption date.
Call for Tax Deductibility Event:	In whole but not in part, at (i) 101% of the principal amount of such notes to be redeemed, if the redemption date is prior to the applicable Series A First Par Call Date or Series B First Par Call Date, or (ii) 100% of the principal amount of such notes to be redeemed, if the redemption date is on or after the applicable Series A First Par Call Date or Series B First Par Call Date, plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date.
Call for Rating Agency Event:	In whole but not in part, at (i) 101% of the principal amount of such notes to be redeemed, if the redemption date is prior to the applicable Series A First Par Call Date or Series B First Par Call Date, or (ii) 100% of the principal amount of such notes to be redeemed, if the redemption date is on or after the applicable Series A First Par Call Date or Series B First Par Call Date, plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date.

Call for Tax Withholding Event:	In whole but not in part, at 100% of the principal amount of such notes to be redeemed, plus any accrued and unpaid interest thereon to, but excluding, the redemption date.
Call for Change of Control Triggering Event:	In whole but not in part, at 101% of the principal amount of such notes to be redeemed, plus any accrued and unpaid interest thereon to, but excluding, the redemption date. If the Issuer does not elect to redeem such notes following the occurrence of a Change of Control Triggering Event, the per annum rate of interest payable on such notes will subsequently be increased by 500 basis points (5.0 percentage points).
Call for Substantial Repurchase Event:	In whole but not in part, at 100% of the principal amount of such notes to be redeemed, plus any accrued and unpaid interest thereon to, but excluding, the redemption date, if prior to such redemption date the Issuer has repurchased or redeemed the applicable series of notes equal to or in excess of 75% of the initial aggregate principal amount of such notes to be redeemed.
Ranking:	The notes will be general unsecured obligations of the Issuer and will (i) rank junior in right of payment to all of its existing and future senior indebtedness, which may include senior subordinated indebtedness, (ii) rank equally with any future unsecured subordinated indebtedness that the Issuer may incur from time to time if the terms of such indebtedness provide that it ranks equally with the notes in right of payment, and (iii) rank senior to any future unsecured subordinated indebtedness that the Issuer may incur from time to time if the terms of such indebtedness provide that it is subordinated to the notes in right of payment.
CUSIP / ISIN / Common Code:	Series A Notes: 370334DD3 / XS3328596179 / 332859617 Series B Notes: 370334DE1 / XS3328596336 / 332859633
Day Count Convention:	Actual/Actual (ICMA)
Denominations:	€100,000 and higher multiples of €1,000
Joint Book-Running Managers:	Barclays Bank PLC Deutsche Bank AG, London Branch Citigroup Global Markets Limited J.P. Morgan Securities plc BNP PARIBAS
Senior Co-Managers:	SMBC Bank International plc TD Global Finance unlimited company U.S. Bancorp Investments, Inc.

Co-Managers:	Banco Bilbao Vizcaya Argentaria, S.A. Banco Bradesco BBI S.A. BNY Mellon Capital Markets, LLC PNC Capital Markets LLC Bancroft Capital, LLC Loop Capital Markets LLC
Listing:	Application will be made to list the notes on the New York Stock Exchange.

*Note: A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

**Note: We expect to deliver the notes against payment for the notes on the fifth business day following the date of the pricing of the notes ("T+5"). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in one business day, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the business day preceding the date of delivery may be required, by virtue of the fact that the notes initially will settle in T+5, to specify alternative settlement arrangements to prevent a failed settlement.

The notes will be represented by beneficial interests in fully registered permanent global notes (the "international global notes") without interest coupons attached, which will be registered in the name of, and shall be deposited on or about April 16, 2026 with a common depositary for, and in respect of interests held through, Euroclear Bank, S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, société anonyme ("Clearstream"). Any notes represented by global notes held by a nominee of Euroclear or Clearstream will be subject to the then applicable procedures of Euroclear and Clearstream, as applicable. Euroclear and Clearstream's current practice is to make payments in respect of global notes to participants of record that hold an interest in the relevant global notes at the close of business on the date that is the clearing system business day (for these purposes, Monday to Friday inclusive except December 25th and January 1st) immediately preceding each applicable interest payment date.
No key information document ("KID") required by Regulation (EU) No. 1286/2014 (as amended, the "PRIIPs Regulation") for offering, selling or distributing the notes or otherwise making them available to retail investors in the European Economic Area ("EEA") has been prepared as the notes will not be made available to any retail investor in the EEA.

No KID required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom ("UK") by virtue of the European Union (Withdrawal) Act 2018, as amended ("EUWA") (the "UK PRIIPs Regulation") for offering, selling or distributing the notes or otherwise making them available to retail investors in the UK has been prepared as the notes will not be made available to any retail investor in the UK.

Manufacturer target market (MiFID II/UK MiFIR product governance) is eligible counterparties and professional clients only (all distribution channels).

Relevant stabilization regulations including FCA/ICMA will apply.

The Issuer has filed a registration statement (including a prospectus) with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC's website at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Barclays Bank PLC at 1-888-603-5847, Deutsche Bank AG, London Branch at 1-800-503-4611, Citigroup

Global Markets Limited at 1-800-831-9146, J.P. Morgan Securities plc (for non-U.S. investors) at +44-20 7134-2468 or J.P. Morgan Securities LLC (for U.S. investors) at +1-212-834-4533.

This pricing term sheet supplements the preliminary form of Prospectus Supplement issued by General Mills, Inc. on April 8, 2026 relating to its Prospectus dated November 15, 2024.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

GENERAL MILLS, INC.

OFFICERS' CERTIFICATE AND AUTHENTICATION ORDER

Pursuant to the Indenture, dated as of February 1, 1996 (as amended, the "Indenture"), between General Mills, Inc. (the "Company") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and resolutions adopted by the Board of Directors of the Company and the Finance Committee of the Board of Directors of the Company, this Officers' Certificate and Authentication Order is being delivered to the Trustee to establish the terms of a series of Securities in accordance with Section 301 of the Indenture, to establish the form of the Securities of such series in accordance with Section 201 of the Indenture, to request the authentication and delivery of the Securities of such series pursuant to Section 303 of the Indenture and to comply with the provisions of Section 102 of the Indenture.

Capitalized terms used but not defined herein and defined in the Indenture shall have the respective meanings ascribed to them in the Indenture.

A. Establishment of Series Pursuant to Section 301 of Indenture. There is hereby established pursuant to Section 301 of the Indenture a series of Securities which shall have the following terms (the numbered clauses set forth below correspond to the numbered subsections of Section 301 of the Indenture):

(1) The series of Securities being authorized shall bear the title "4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056" (the "Notes").

(2) There shall be no limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture; provided, however, that the aggregate principal amount of Notes to be authenticated and delivered under the Indenture pursuant to this Officers' Certificate and Authentication Order shall be limited to the amount set forth in Section C below (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered under the Indenture).

(3) Interest on each Note will be paid to the Person in whose name the Note is registered at the close of business on the Regular Record Date (as defined in paragraph 5 below), except that interest due at Maturity will be paid to the Person to whom the principal of the Note is paid.

(4) The Notes will mature on July 16, 2056, unless the principal of any Note, or any installment of principal, becomes due and payable prior to such date. If Maturity of a Note is not a Business Day (as defined below), then the payment due on such day

shall be made on the next succeeding Business Day, and no additional interest shall accrue for the period from Maturity to that next succeeding Business Day.

As used herein, "Business Day" means any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the T2 system), or any successor thereto, operates.

(5) Each Note will bear interest from and including the original issuance date or from and including the most recent Interest Payment Date (as defined below) as to which interest on such Note (or any Predecessor Security with respect to such Note) has been paid or made available for payment at the applicable interest rate described below until the principal of the Note is paid or made available for payment. Each payment of interest on a Note will include interest to, but excluding, as the case may be, the relevant Interest Payment Date or Maturity.

The Notes will bear interest from April 16, 2026 to, but excluding July 16, 2031 (the "First Reset Date"), at an annual rate of 4.750% and, the interest rate will reset on the First Reset Date and on each fifth anniversary thereof (each, a "Reset Date"). The period from and including a Reset Date to but excluding the next Reset Date is referred to herein as a "Reset Period." During each Reset Period, the Notes will bear interest at an annual rate equal to (i) the Five-Year Swap Rate (as defined below) as of the most recent Reset Determination Date (as defined below), plus (ii) 202.4 basis points (2.024 percentage points) (the "Initial Margin"), plus (iii) any applicable Step-Up Margin. The "Step-Up Margin" is (i) 25.0 basis points (0.25 percentage points) from and including July 16, 2036 (five years after the First Reset Date) (the "First Step Up Date") to but excluding July 16, 2051 (twenty years after the First Reset Date) (the "Second Step Up Date"), and (ii) 100.0 basis points (1.0 percentage point) from and including the Second Step Up Date.

The "Interest Payment Date" for the Notes will be July 16 of each year, beginning on July 16, 2026, subject to the Company's right to defer interest payments as described below in this paragraph 5. The "Regular Record Date" means the close of business (in the relevant Clearing System (as defined below)) on the Clearing System Business Day (as defined below) immediately preceding each Interest Payment Date (or, if this Note is held in definitive form, the 15th calendar day preceding the applicable Interest Payment Date, whether or not a Business Day). "Clearing System" means Clearstream Banking, société anonyme ("Clearstream") and/or Euroclear Bank S.A./N.V. ("Euroclear"). "Clearing System Business Day" means a day on which each Clearing System for which the Notes are being held is open for business. If any Interest Payment Date is not a Business Day, then the payment due on such day shall be made on the next succeeding Business Day, and no additional interest shall accrue for the period from such Interest Payment Date to that next succeeding Business Day.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or April 16, 2026 if no interest has been paid on the Notes), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

* * *

The applicable interest rate for the Notes during each Reset Period will be determined by the Calculation Agent (as defined below), as of the applicable Reset Determination Date (as defined below), in accordance with the following provisions, as such provisions may be modified as described in "Benchmark Event" below:

"Calculation Agent" means, at any time, the entity appointed by the Company and serving as such agent with respect to the Notes at such time. Unless the Company has validly called all of the outstanding Notes for redemption on a Redemption Date occurring on or prior to the First Reset Date, the Company will appoint a Calculation Agent for the Notes prior to the Reset Determination Date immediately preceding such First Reset Date. If the Company has called all of the outstanding Notes for redemption on a Redemption Date occurring on or prior to the First Reset Date, but the Company does not actually redeem all of the Notes on such Redemption Date, the Company will appoint a Calculation Agent for the Notes as promptly as practicable after such proposed Redemption Date. Any such Calculation Agent shall enter into a Calculation Agent agreement, or similar agreement, with the Company defining and governing the rights and duties of the Calculation Agent. The Company may terminate any such appointment and may appoint a successor Calculation Agent at any time and from time to time (so long as there will always be a Calculation Agent in respect of the Notes when so required). The Company may appoint itself or any of its Affiliates as, and the Company or any of its Affiliates may serve as, the Calculation Agent.

"Five-Year Swap Rate" means, in relation to a Reset Date and the related Reset Determination Date, the euro mid-market swap reference rate for a term of five years as displayed on the Reset Screen Page at 11:00 a.m. (Frankfurt time) on the applicable Reset Determination Date. In the event that such rate does not appear on the Reset Screen Page on the relevant Reset Determination Date at approximately that time, the Five-Year Swap Rate will be the Reset Reference Bank Rate. If the Reset Reference Bank Rate is unavailable or the Calculation Agent determines that no Reference Bank is providing offered quotations, the Five-Year Swap Rate will be equal to the last Five-Year Swap Rate available on the Reset Screen Page as determined by the Calculation Agent or, in the case of the First Reset Date, the rate equal to 2.841% per annum.

"Reset Determination Date" means, in respect of any Reset Period, the day falling two Business Days prior to the first day of such Reset Period.

"Reset Reference Bank Rate" means the percentage rate determined on the basis of the euro mid-market swap reference rate for a term of five years provided by at least four leading swap dealers in the interbank market selected by the Company in consultation with the Calculation Agent (such banks, the "Reference Banks") to the Calculation Agent at approximately 11:00 a.m. (Frankfurt time) on the Reset Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations. If one quotation is provided, the Reset Reference Bank Rate will be such quotation.

"Reset Screen Page" means Reuters screen "ICESWAP2 / EURFIXA" (or such other page as may replace such page on Reuters or such other page as may be determined by the Company in consultation with the Calculation Agent for the purposes of displaying comparable rates).

As provided above, the applicable interest rate for each Reset Period will be determined by the Calculation Agent as of the applicable Reset Determination Date. Promptly upon such determination, the Calculation Agent will notify the Company of the interest rate for the Reset Period and the Company will promptly notify, or cause the Calculation Agent to promptly notify, the Trustee and the Paying Agent of such interest rate. The Calculation Agent's determination of any interest rate, and its calculation of the amount of interest for any Reset Period will be on file at the Company's principal offices, will be made available to any Holder or beneficial owner of Notes upon request and will be final and binding in the absence of manifest error. Neither the Trustee nor the Paying Agent shall have any duty or obligation to confirm or verify any such calculation.

* * *

Benchmark Event

All capitalized terms used in these provisions below that have not been defined previously are used as defined in "Benchmark Event Definitions" below.

If a Benchmark Event occurs in relation to the Original Reference Rate when any interest rate with respect to the Notes remains to be determined by reference to the Original Reference Rate, the Company shall use reasonable efforts to appoint an Independent Adviser, as soon as reasonably practicable (provided that such appointment need not be made effective earlier than 30 days prior to the first date on which the Original Reference Rate is to be used to determine any interest rate), to determine a Successor Rate, or, in the absence of a Successor Rate, an Alternative Rate, and, in either case, an Adjustment Spread and any Benchmark Conforming Changes.

In making such determination, the Independent Adviser shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Company, the Paying Agent or the Holders for any determination made by it and for any advice given to the Company in connection with any determination made by the Company.

Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

- there is a Successor Rate, then such Successor Rate shall (subject to application of the Adjustment Spread provisions described below) subsequently be used in place of the Original Reference Rate to determine the relevant interest rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of the provisions described in this section "Benchmark Event"); or
- there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to the application of the Adjustment Spread provisions described below) subsequently be used in place of the Original Reference Rate to determine the relevant interest rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of the provisions described in this section "Benchmark Event").

Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant interest rate (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

Benchmark Conforming Changes

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with the provisions described herein and the Independent Adviser determines in good faith (A) that amendments to the terms and conditions of the Notes are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "Benchmark Conforming Changes") and (B) the terms of the Benchmark Conforming Changes, then the Company shall, subject to giving notice thereof as described below, without any requirement for the consent or approval of Holders, vary the terms and conditions of the Notes to give effect to such Benchmark Conforming Changes with effect from the date specified in such notice. In connection with any such variation in the terms and conditions of the Notes, the

Company shall comply with applicable laws and the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notices

The Company will promptly notify the Trustee, the Calculation Agent, the Paying Agent and the Holders of any Successor Rate, Alternative Rate, Adjustment Spread and Benchmark Conforming Changes.

Ratings Implications

Notwithstanding any of the foregoing, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread or Benchmark Conforming Changes be applied, if and to the extent that, in the Company's determination, the same could reasonably be expected to result in an event as described under (i) or (ii) of the definition of "Rating Agency Event."

Fallback

If, following the occurrence of a Benchmark Event and in relation to the determination of the interest rate on the immediately following Reset Determination Date, no Independent Adviser has been appointed, no Successor Rate or Alternative Rate (as applicable) is determined by the Independent Adviser or no Successor Rate or Alternative Rate is adopted in accordance with the foregoing provisions, the Five-Year Swap Rate will continue to apply for the purpose of determining such interest rate on such Reset Determination Date and will be equal to the last Five-Year Swap Rate available on the Reset Screen Page as determined by the Calculation Agent; provided that, the interest rate during any Reset Period will not reset below zero.

Responsibility for Determinations

Neither the Trustee, the Calculation Agent nor the Paying Agent shall be under any obligation to (i) monitor, determine or verify the unavailability of the Original Reference Rate (or any Successor Rate or Alternative Rate or any other applicable benchmark) or (ii) to give notice to any other transaction party of the occurrence of any Benchmark Event (as defined below) or benchmark replacement. In no event shall the Trustee, the Calculation Agent or the Paying Agent be responsible for determining any substitute for the Five-Year Swap Rate or to determine whether any conditions to the substitution of such a rate have been satisfied, for determining whether a Benchmark Event has occurred or for making any adjustments to any alternative benchmark or spread thereon or any other relevant methodology for calculating any such substitute or successor rate.

Any determination, decision or election that may be made by the Company or its designated Independent Adviser pursuant to this section "Benchmark Events," including any determination with respect to a rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Company's or its designated Independent Adviser's sole discretion and, notwithstanding anything to the contrary in any documentation relating to the Notes, shall become effective without consent from the Holders or any other party. None

of the Trustee, the Calculation Agent, the Paying Agent or the Common Depositary will have any liability for any determination made by or on behalf of the Company or its designated Independent Adviser in connection with a Benchmark Event. Neither the Trustee, the Calculation Agent nor the Paying Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in the Indenture or any related document as a result of the unavailability of the Original Reference Rate (or any Successor Rate or Alternative Rate or any other applicable benchmark) and absence of a benchmark replacement or substitute for the Five-Year Swap Rate, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party in providing any direction, instruction, notice or information required or contemplated by the terms of the Indenture or any related document and reasonably required for the performance of its duties.

Benchmark Event Definitions

"Adjustment Spread" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;

(ii) in the case of an Alternative Rate (or in the case of a Successor Rate where (i) above does not apply), is in customary market usage in the international debt capital markets for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or

(iii) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"Alternative Rate" means, in the absence of Successor Rate, an alternative benchmark or screen rate that the Independent Adviser determines as described herein is in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same currency as the Notes.

"Benchmark Event" means, with respect to the Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist;

(ii) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to the specified date referred to in (ii)(a);

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;

(iv) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (b) the date falling six months prior to the specified date referred to in (iv)(a);

(v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months;

(vi) it has, or will prior to the next Reset Determination Date, become unlawful for the Company, the party responsible for determining the interest rate (being the Calculation Agent) or any Paying Agent to calculate any payment due to be made to any holder of a note using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 (the "Benchmarks Regulation"), if applicable);

(vii) that a decision to withdraw the authorization or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorized to publish such Original Reference Rate has been adopted; or

(viii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

"Independent Adviser" means an independent financial institution of international repute or an independent adviser of recognized standing with appropriate expertise, appointed by the Company at its own expense as described herein.

"Original Reference Rate" means the Five-Year Swap Rate or any component part thereof.

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"Successor Rate" means a successor to or replacement of the Original Reference Rate that is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one that is the most appropriate, taking into consideration, without limitation, the particular features of the Notes.

* * *

If a Change of Control Triggering Event (as defined in paragraph 7 below) occurs and the Company does not exercise its right to redeem the Notes within 60 days after the occurrence of a Change of Control (or if the Company exercises such right but any Notes remain outstanding), then the interest rate applicable to the Notes will increase by 500.0 basis points (5.0 percentage points) beginning on the first Interest Payment Date after the expiration of such 60-day period. The Company shall provide notice to the Holders (with a copy to the Paying Agent and the Trustee) of such interest rate increase. In the absence of such notice, the Paying Agent and the Trustee may conclusively and without liability assume the interest rate has not been increased.

* * *

Payment of Additional Amounts

Subject to the exceptions and limitations set forth below, additional interest will be paid on the Notes in such additional amounts as are necessary in order that the net payment of the principal of and interest on the Notes to a Holder (or the beneficial owner for whose benefit such Holder holds such Note) who is not a United States Person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(i) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(a)being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c)being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e)being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(iii)to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty

to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(v) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(vi) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(vii) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Note, if such payment can be made without such withholding by at least one other Paying Agent;

(viii) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(ix) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(xii) in the case of any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided above, no payment will be required for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States

Person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

* * *

Option to Defer Interest Payments

At its option, the Company may, on one or more occasions, defer payment of all or part of the current and accrued interest otherwise due on the Notes for a period of up to 10 consecutive years (each period, commencing on the date that the first such interest payment would otherwise have been made on the Notes, an "Optional Interest Deferral Period"), so long as no Event of Default with respect to the Notes has occurred and is continuing.

A deferral of interest payments may not end on a date other than an Interest Payment Date and may not extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may not begin a new Optional Interest Deferral Period, and may not pay current interest on the Notes, until it has paid all accrued interest on the Notes from the previous Optional Interest Deferral Period. The Company may elect, at its option, to extend any Optional Interest Deferral Period, so long as the entirety of such Optional Interest Deferral Period does not exceed 10 consecutive years or extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may also elect, at its option, to shorten the length of any Optional Interest Deferral Period.

Any deferred interest on the Notes will accrue additional interest at a rate equal to the interest rate then applicable to the Notes to the extent permitted by applicable law. Once the Company pays all deferred interest payments on the Notes, including any additional interest accrued on the deferred interest, the Company may again defer interest payments on the Notes as described above, but not beyond the Maturity Date or Redemption Date, if earlier, of the Notes.

The Company will give the Trustee, Paying Agent and Holders written notice of its election to begin, shorten or extend, an Optional Interest Deferral Period at least five Business Days prior to the first Interest Payment Date affected by such election. However, the Company's failure to pay interest on any Interest Payment Date will itself constitute the commencement or extension, as applicable, of an Optional Interest Deferral Period unless the Company pays such interest within five Business Days after the Interest Payment Date, whether or not the Company provides a notice of deferral.

The record date for the payment of deferred interest and, to the extent permitted by applicable law, any additional interest on the deferred interest payable on the Interest Payment Date immediately following the last day of an Optional Interest Deferral Period will be the regular record date with respect to such Interest Payment Date.

(6) Payment of principal of and premium (if any) and interest on each Note that is represented by a Global Security will be made to the Depositary (as specified in

paragraph 16 below) or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented thereby for all purposes under the Indenture.

Payment of principal of and premium (if any) and interest on each Note that is not represented by a Global Security will be made upon presentation and surrender of such Note at the office or agency maintained by the Company for that purpose in London. Registered Holders that wish to receive payment in immediately available funds must provide appropriate written wire transfer instructions sufficiently in advance of the payment date and present the Note in time for the party making the payment to make payments in such funds in accordance with its normal procedures. Any wire transfer instructions received by a party making payments shall remain in effect until revoked by the registered Holder. Payment in accordance with written wire transfer instructions from a registered Holder shall be deemed to constitute full and complete payment of all amounts so paid. The Company may, at its option, elect to make payments of interest other than at Maturity by check mailed to the address of the registered Holder thereof as of the close of business on the relevant Regular Record Date as such address appears in the Security Register.

The "Place of Payment" with respect to the Notes shall be London, England.

(7) The Company, at its option, may redeem the Notes pursuant to the provisions below:

Par Call

(i) in whole or in part from time to time, on any Par Call Date (as defined below) at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Make-Whole Call

(ii) in whole or in part from time to time, on any date other than a Par Call Date at a Redemption Price equal to the greater of (i) 100% of the Notes to be redeemed and (ii) as determined by an independent investment bank selected by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if the Notes matured on the next succeeding Par Call Date (excluding any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate (as defined below) plus the applicable Make-Whole Spread (as defined below), in each case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Tax Deductibility Event or Rating Agency Event

(iii) in whole but not in part, at any time after the occurrence of a Tax Deductibility Event or a Rating Agency Event (each as defined below) at a Redemption Price equal to either (i) 101% of the Notes to be redeemed, if the Redemption Date is prior to the first Par Call Date, or (ii) 100% of the Notes to be redeemed, if the Redemption Date is on or after the first Par Call Date, in either case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Tax Withholding Event

(iv) in whole but not in part, at any time after the occurrence of a Tax Withholding Event (as defined below) at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Change of Control Triggering Event

(v) in whole but not in part, at any time after the occurrence of a Change of Control Triggering Event (as defined below) at a Redemption Price equal to 101% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date; and

Right to Redeem upon a Substantial Repurchase Event (Clean-Up Call)

(vi) in whole but not in part, at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date, if prior to such Redemption Date the Company has repurchased or redeemed Notes equal to or in excess of 75% of the initial aggregate principal amount issued of the Notes.

The foregoing options are cumulative and the Company may elect to exercise any or all such options as are available to it at any given time, and no such option shall be deemed to be in lieu of any other.

For the avoidance of doubt, the amount of accrued and unpaid interest on the Notes included in the calculation of any applicable Redemption Price will include, if applicable, any arrears of interest and any additional interest as described elsewhere in this paragraph 7.

In any case, the principal amount of a Note remaining outstanding after a redemption in part shall be €100,000 or an integral multiple of €1,000 in excess thereof.

* * *

In addition to the definitions provided above, these additional definitions apply for the provisions described under "Optional Redemption."

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Change of Control" means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (other than the Company or one of its Subsidiaries) becoming the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of the Company's Subsidiaries); or (c) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (a) the Company becomes a direct or indirect wholly-owned Subsidiary of a holding company and (b)(y) immediately following such transaction, the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of the Company's Voting Stock immediately prior to such transaction or (z) immediately following such transaction no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Comparable Government Bond Rate" means the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third Business Day prior to the Redemption Date, of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company in accordance with generally accepted market practice at such time.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes matured on the Par Call Date), or if such independent investment bank in its discretion determines that such similar bond is not in issue,

such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of the Board of Directors on April 16, 2026 or (b) was nominated for election, elected or appointed to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Fitch" means Fitch Ratings and its successors.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Make-Whole Spread" means 35 basis points.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Par Call Date" means (i) each and any day during the period beginning on and including April 17, 2031 (the date that is 90 days prior to the First Reset Date) and ending on and including the First Reset Date and (ii) each and any Interest Payment Date after the First Reset Date.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended) selected by the Company as a replacement Rating Agency for a former Rating Agency.

"Rating Agency Event" means as of any date, a change, clarification, or amendment in the methodology in assigning equity credit to securities such as these Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto), that then publishes a rating for the Company (together with any successor thereto, for purposes of this definition, a "rating agency"), (a) as such methodology was in effect on April 9, 2026, in the case of any rating agency

that published a rating for the Company as of April 9, 2026, or (b) as such methodology was in effect on the date such rating agency first published a rating for the Company, in the case of any rating agency that first publishes a rating for the Company after April 9, 2026 (in the case of either clause (a) or (b), the "current methodology"), that results in (i) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such rating agency would have been in effect had the current methodology not been changed or (ii) a lower equity credit (including up to a lesser amount) being assigned by such rating agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such rating agency had the current methodology not been changed.

"Rating Event" means the rating on the Company's then-existing senior unsecured notes is lowered by each of the Rating Agencies and the then-existing senior unsecured notes are assigned a rating below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating on the Company's then-existing senior unsecured notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) that commences on the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided that a Rating Event will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if each Rating Agency making the reduction in rating does not publicly announce or confirm or inform the Trustee in writing at the request of the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Tax Deductibility Event" means the Company has received an opinion of a nationally recognized accounting firm or counsel experienced in such tax matters to the effect that, as a result of (a) any amendment to, clarification of, or change (including any announced prospective change) in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under such laws or treaties, (b) any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation), (c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an

administrative action or judicial decision that differs from the theretofore generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, irrespective of the time or manner in which such amendment, clarification or change is introduced or made known, or (d) any threatened challenge asserted in writing in connection with an audit of the Company or any of the Company's Subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to such Notes, which amendment, clarification, or change is effective, or which administrative action is taken or which judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known, in each case after April 9, 2026, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

"Tax Withholding Event" means that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after April 9, 2026, the Company has become or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay additional amounts with respect to the Notes.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Notice of redemption will be given to the registered Holders to be redeemed not less than 10 nor more than 60 days prior to the Redemption Date, which date and the applicable Redemption Price will be specified in the notice. Once notice of redemption is mailed, the Notes or any portion of the Notes called for redemption will become due and payable on the Redemption Date and at the applicable Redemption Price, plus accrued and unpaid interest to, but excluding, the Redemption Date. On and after the Redemption Date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the Redemption Price and accrued interest). On or before the Redemption Date, the Company will deposit with a Paying Agent (or the Trustee) money sufficient to pay the Redemption Price of and accrued interest on the Notes or any portion of the Notes to be redeemed on that date. Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on

the Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

(9) The Notes shall be issuable in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

(11) All payments of interest and principal, including payments made upon any redemption of the Notes, will be payable in such coin or currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union as at the time of payment shall be legal tender for the payment of public and private debts. If such coin or currency (the "euro") is unavailable due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Company or so used. The amount payable on any date in euro will be converted into United States dollars on the basis of the most recently available market exchange rate for euro. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default under the Notes or the Indenture. The most recently available market exchange rate will be the basis for determining the equivalent of the euro in the currency of the United States of America for any purpose under the Indenture, including for purposes of the definition of "Outstanding" in Section 101 of the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

(15) The Notes shall be defeasible, in whole or any specified part, pursuant to Section 1302 or Section 1303 of the Indenture or both such Sections. For purposes of the defeasance and covenant defeasance provisions, German government securities shall be used instead of United States government securities in respect of payments due in euro on the Notes.

(16) The Notes shall be issuable in whole or in part in the form of one or more Global Securities registered in the name of the Depositary or its nominee. The Depositary with respect to such Global Securities shall be U.S. Bank Europe DAC. The Global Securities shall bear the legends set forth on the form of Note attached hereto as Exhibit A. In lieu of the provisions set forth in clause (2) of the last paragraph of Section 305 of the Indenture, such Global Security may not be exchanged in whole or in part for Securities registered, and no transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof, unless (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security and the Company does not appoint a successor Depositary within 90 days after receiving that notice or becoming aware that the Depositary is no longer so registered or (ii) the Company executes and delivers to the Trustee a Company Order that such Global Security shall be so exchangeable. So long as the Depositary or its nominee is the registered holder of any Global Security, the Depositary or its nominee, as the case may be, will be

considered the sole Holder of the Notes represented by such Global Security for all purposes under the Notes and the Indenture.

(17) "Event of Default," with respect to the Notes, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- failure to pay interest on the Notes for 90 days after payment is due, taking into account any Optional Interest Deferral Period;
- failure to pay principal or any premium on the Notes when due;
- the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or
- the commencement by the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action.

For the avoidance of doubt, the foregoing definition shall apply in place of the definition of "Event of Default" set forth in Section 501 of the Indenture, which shall not be applicable to the Notes.

Notwithstanding Section 502 of the Indenture, the Notes will not be automatically accelerated upon any Event of Default. Instead, the Trustee or the direct Holders of not less than 25% in principal amount of the Notes may make a declaration of acceleration of maturity. Furthermore, any acceleration of the Notes will be subject to the subordination provisions described below in paragraph 19.

(18)

Certain Limitations During an Optional Interest Deferral Period

With certain exceptions as noted immediately below, the Company will not do any of the following during an Optional Interest Deferral Period for the Notes:

(i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock;

(ii) make any payment of principal, interest or premium, if any, on, or repay, purchase or redeem any of the Company's debt securities (including debt securities of other series issued under the Indenture) that rank equally with, or junior to, the Notes in right of payment; or

(iii) make any payments with respect to any guarantee by the Company of any indebtedness if such guarantee ranks equally with or junior to the Notes in right of payment.

However, the foregoing provisions shall not prevent or restrict the Company from making:

(a) purchases, redemptions or other acquisitions of the Company's capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants, agents or independent contractors of the Company or any of its Subsidiaries or Affiliates;

(b) any payment, dividend, distribution, purchase, repurchase, redemption, other acquisition, exchange, conversion or declaration of a dividend or distribution as a result of any reclassification of the Company's capital stock;

(c) any exchange, redemption or conversion of any class or series of the Company's capital stock, or the capital stock of one of its Subsidiaries, for any other class or series of the Company's capital stock, or of any class or series of the Company's indebtedness for any class or series of the Company's capital stock;

(d) any purchase, redemption or other acquisition of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the securities being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding

on the date that the payment of interest is deferred or with any split, reclassification or similar transaction;

(e) any declaration of a dividend or distribution in connection with any shareholder rights plan, or the issuance of rights, stock or other property under any shareholder rights plan, or the redemption, exchange or purchase of rights pursuant thereto;

(f) any payment, dividend or distribution made in the Company's capital stock (or rights to acquire the Company's capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of Company's capital stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred; or

(g) any payments on the Notes, any trust preferred securities, subordinated debentures or junior subordinated debentures, or guarantees of the foregoing, in each case that rank equal in right of payment to the Notes, so long as the amount of payments made on account of such securities or guarantees is paid on all such securities and guarantees then outstanding on a pro rata basis in proportion to the full payment to which each series of such securities and guarantees is then entitled if paid in full.

(19) The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are hereby expressly subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of all Senior Indebtedness. Except as provided herein, the holders of all Senior Indebtedness shall be first entitled to receive payment of the full amount unpaid on Senior Indebtedness before Holders are entitled to receive a payment on account of the principal or interest on the Notes in the following circumstances:

(k) upon any distribution of the Company's assets to creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings; or

a. if a default occurs for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any Senior Indebtedness or any other default having occurred concerning any Senior Indebtedness, which permits the holder or holders of any Senior Indebtedness to accelerate the maturity of any Senior Indebtedness with notice or lapse of time, or both, and such default shall have continued beyond the grace period, if any, provided for such default, and such default shall not have been cured or waived or have ceased to exist.

For purposes hereof, except as provided below, "Senior Indebtedness" means all of the Company's obligations, whether presently existing or from time to time hereafter

incurred, created assumed or existing, to pay principal, premium, interest, penalties, fees and any other payment in respect of any of the following:

(i) all of the Company's obligations for borrowed money, including without limitation, such obligations as are evidenced by credit agreements, notes, debentures, bonds, commercial paper or other securities or instruments;

(ii) all of the Company's obligations that are required to be classified and accounted for as a capital lease on the face of a balance sheet of such person prepared in accordance with generally accepted accounting principles (together, known as "finance lease obligations");

(iii) all of the Company's obligations under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement whereby the arrangement is considered borrowed money indebtedness for tax purposes but is classified as an operating lease or does not otherwise appear on a balance sheet under GAAP (together, known as "synthetic lease obligations");

(iv) all of the Company's obligations for reimbursement on any letter of credit, banker's acceptance, security purchase facility or similar credit facility;

(v) all of the Company's obligations issued or assumed as the deferred purchase price of property or services, including all obligations under master lease transactions pursuant to which the Company or any of its Subsidiaries have agreed to be treated as owner of the subject property for United States federal income tax purposes (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business);

(vi) all of the Company's payment obligations under interest rate swap or similar agreements or foreign currency hedge, exchange or similar agreements at the time of determination, including any such obligations the Company incurred solely to act as a hedge against increases in interest rates that may occur under the terms of the Company's other outstanding variable or floating rate indebtedness;

(vii) all obligations of the types referred to in clauses (i) through (vi) above of another Person, including any of the Company's Subsidiaries, which the Company has assumed, endorsed, guaranteed, contingently agreed to purchase or provide funds for the payment of, or otherwise become liable for, under any agreement;

(viii) all of the Company's compensation and reimbursement obligations to the Trustee pursuant to Section 607 of the Indenture; and

(ix) all amendments, modifications, renewals, extensions, refinancings, replacements or refundings by the Company of any such Senior Indebtedness referred to in clauses (i) through (viii) above (and of any such amended, modified, renewed, extended, refinanced, refunded or replaced Senior Indebtedness);

provided, however, that, the following will not constitute Senior Indebtedness:

(A) trade accounts payable and accrued liabilities arising in the ordinary course of business or

(B) any obligation, amendment, modification, renewal, extension, refinancing, replacement or refunding that by the terms of the instrument creating or evidencing it or the assumption or guarantee of it provides that it is not superior in right of payment and upon liquidation to or is equal in right of payment and upon liquidation with the Notes.

B. Establishment of Form of Securities Pursuant to Section 201 of the Indenture. In accordance with Section 201 of the Indenture, the form attached hereto as Exhibit A is hereby established as the form to represent the Notes.

C. Order for the Authentication and Delivery of Securities Pursuant to Section 303 of the Indenture. Pursuant to Section 303 of the Indenture, you are hereby requested, as Trustee under the Indenture, to authenticate, in the manner provided by the Indenture, €1,000,000,000 aggregate principal amount of the Notes registered in the name of USB Nominees (UK) Limited, which Notes have been heretofore duly executed by the proper officers of the Company and delivered to you as provided in the Indenture, and to deliver said authenticated Notes to U.S. Bank Europe DAC, as Common Depositary for Euroclear and Clearstream, on April 16, 2026.

D. Certification Pursuant to Section 102 of the Indenture. Each of the undersigned has read the pertinent sections of the Indenture, including Sections 201, 301 and 303 thereof and the definitions in the Indenture relating thereto, and certain other corporate documents and records. In the opinion of each of the undersigned, the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether or not the conditions precedent to (i) the establishment of (a) a series of Securities and (b) the form of such Securities and (ii) the issuance, authentication and delivery of such series of Securities contained in the Indenture have been complied with. In the opinion of the undersigned, all conditions precedent to (x) the establishment of the Notes and the form of the Notes and (y) the issuance, authentication and delivery of the Notes have been complied with.

Insofar as this Officers' Certificate and Authentication Order relates to legal matters, it is based upon the Opinion of Counsel delivered by the Company to the Trustee contemporaneously herewith.

IN WITNESS WHEREOF, the undersigned have hereunto signed our names on behalf of the Company.

Dated: April 16, 2026

GENERAL MILLS, INC.

By /s/ Wendy C. Unglaub
Wendy Unglaub
Its Vice President, Treasurer

By /s/ Kurt Hoddinott
Kurt Hoddinott
Its Assistant Treasurer, Finance Director

CERTIFICATION

I, Chris A. Rauschl, an Assistant Secretary of the Company, do hereby certify that Wendy Unglaub is on the date hereof the duly elected or appointed Vice President, Treasurer of the Company and the signature set forth above is her own true signature, and further certify that Kurt Hoddinott is on the date hereof the duly elected or appointed Assistant Treasurer, Finance Director of the Company and the signature set forth above is his own true signature.

/s/ Chris A. Rauschl
Chris A. Rauschl
Assistant Secretary

REGISTERED NO. _____ PRINCIPAL AMOUNT: €_____

GENERAL MILLS, INC.

4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056

CUSIP No. 370334 DD3 ISIN XS3328596179 Common Code 332859617

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V. ("EUROCLEAR") AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

GENERAL MILLS, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB NOMINEES (UK) LIMITED, or registered assigns, the principal sum of _____ euros (€_____) on July 16, 2056 (the "Maturity Date"), and to pay interest thereon from and including April 16, 2026 or the most recent Interest Payment Date (as defined below) as to which interest has been paid or made available for payment, annually in arrears on July 16 in each year (each, an "Interest Payment Date"), commencing on July 16, 2026, at the applicable interest rate described below, until the principal amount hereof has been paid or duly made available for payment, subject to the Company's option to defer interest as set forth on the reverse hereof.

The Notes will bear interest from April 16, 2026 to, but excluding July 16, 2031 (the "First Reset Date"), at an annual rate of 4.750%, and the interest rate will reset on the First Reset Date and on each fifth anniversary thereof (each, a "Reset Date"). The period from and including a Reset Date to but

excluding the next Reset Date is referred to herein as a “Reset Period.” During each Reset Period, the Notes will bear interest at an annual rate equal to (i) the Five-Year Swap Rate (as defined in the Officers’ Certificate and Authentication Order establishing this series of Notes pursuant to the Indenture (the “Officers’ Certificate”), and subject to the adjustments provided for therein) as of the most recent Reset Determination Date (as defined in the Officers’ Certificate), plus (ii) 202.4 basis points (2.024 percentage points) (the “Initial Margin”), plus (iii) any applicable Step-Up Margin. The “Step-Up Margin” is (i) 25.0 basis points (0.25 percentage points) from and including July 16, 2036 (five years after the First Reset Date) (the “First Step Up Date”) to but excluding July 16, 2051 (twenty years after the First Reset Date) (the “Second Step Up Date”), and (ii) 100.0 basis points (1.0 percentage point) from and including the Second Step Up Date.

Interest (including interest for partial periods) will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or April 16, 2026 if no interest has been paid on this Note), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Each payment of interest hereon will include interest to, but excluding, as the case may be, the relevant Interest Payment Date or Maturity.

The interest so payable, and punctually paid or made available for payment, on any Interest Payment Date will, as provided for in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities with respect hereto) is registered at the close of business on the Regular Record Date (as defined below) for such Interest Payment Date; except that interest due at Maturity will be paid to the Person to whom the principal is paid. A “Regular Record Date” means the close of business (in Euroclear or Clearstream, as applicable) on the Clearing System Business Day (as defined below) immediately preceding each Interest Payment Date (or, if this Note is held in definitive form, the 15th calendar day preceding the applicable Interest Payment Date, whether or not a Business Day (as defined below)). “Clearing System Business Day” means a day on which Euroclear or

Clearstream, as applicable, is open for business. Any such interest not so punctually paid or made available for payment will forthwith cease to be payable to the Person in whose name this Note (or one or more Predecessor Securities with respect hereto) is registered at the close of business on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Note not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

As set forth herein, the Company will pay additional interest on this Note in certain circumstances.

Payment of principal of and premium (if any) and interest on this Note will be made to USB Nominees (UK) Limited or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Note represented hereby for all purposes under the Indenture.

The "Place of Payment" with respect to this Note shall be London, England.

All payments on this Note will be made in such coin or currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union as at the time of payment shall be legal tender for the payment of public and private debts. If such coin or currency (the "euro") is unavailable due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note will be made in United States dollars until the euro is again available to the Company or so used. The amount payable on any date in euro will be converted into United States dollars on the basis of the most recently available market exchange rate for euro. Any payment in respect of this Note so made in United States dollars will not constitute an Event of Default under this Note or the Indenture.

The most recently available market exchange rate will be the basis for determining the equivalent of the euro in the currency of the United States for any purpose under the Indenture, including for purposes of the definition of “Outstanding” in Section 101 of the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

Any payment on this Note due on a day that is not a Business Day will be made on the next succeeding Business Day with the same force and effect as if made on the due date, and no additional interest shall accrue for the period from and after such date.

As used in this Note, “Business Day” means any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the T2 system), or any successor thereto, operates.

The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are hereby expressly subordinated and junior in right of payment, to the extent and in the manner set forth on the reverse hereof, to the prior payment in full of all Senior Indebtedness.

Reference is hereby made to the further provisions of this Note as set forth on the reverse hereof and to the provisions of the Officers’ Certificate, which provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed and has caused a facsimile of its corporate seal to be affixed hereto or imprinted hereon.

Dated: April 16, 2026

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

OR

_____
as Authenticating Agent for the Trustee

By:_____
Authorized Officer

GENERAL MILLS, INC.

By:_____

Attest:_____

[SEAL]

[REVERSE OF NOTE]

GENERAL MILLS, INC.

4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056

This Note is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of February 1, 1996 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture and all indentures supplemental thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. By the terms of the Indenture, additional Securities of other separate series, which may vary as to date, amount, Stated Maturity, interest rate or method of calculating the interest rate and in other respects as therein provided, may be issued in an unlimited principal amount. This Note is one of a series of the Securities designated as "4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056" (the "Notes").

* * *

The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are expressly subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of all Senior Indebtedness (as defined in the Officers' Certificate). Except as provided herein, the holders of all Senior Indebtedness shall be first entitled to receive payment of the full amount unpaid on Senior Indebtedness before Holders are entitled to receive a payment on account of the principal or interest on the Notes in the following circumstances:

a. upon any distribution of the Company's assets to creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings; or

b. if a default occurs for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any Senior Indebtedness or any other default having occurred concerning any Senior Indebtedness, which permits the holder or holders of any Senior Indebtedness to accelerate the maturity of any Senior Indebtedness with notice or lapse of time, or both, and such default shall have continued beyond the grace period, if any, provided for such default, and such default shall not have been cured or waived or have ceased to exist.

* * *

Option to Defer Interest Payments

At its option, the Company may, on one or more occasions, defer payment of all or part of the current and accrued interest otherwise due on the Notes for a period of up to 10 consecutive years (each period, commencing on the date that the first such interest payment would otherwise have been made on the Notes, an "Optional Interest Deferral Period"), so long as no Event of Default with respect to the Notes has occurred and is continuing.

A deferral of interest payments may not end on a date other than an Interest Payment Date and may not extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may not begin a new Optional Interest Deferral Period, and may not pay current interest on the Notes, until it has paid all accrued interest on the Notes from the previous Optional Interest Deferral Period. The Company may elect, at its option, to extend any Optional Interest Deferral Period, so long as the entirety of such Optional Interest Deferral Period does not exceed 10 consecutive years or extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may also elect, at its option, to shorten the length of any Optional Interest Deferral Period.

Any deferred interest on the Notes will accrue additional interest at a rate equal to the interest rate then applicable to the Notes to the extent permitted by applicable law. Once the Company pays

all deferred interest payments on the Notes, including any additional interest accrued on the deferred interest, the Company may again defer interest payments on the Notes as described above, but not beyond the Maturity Date or Redemption Date, if earlier, of the Notes.

Certain Limitations During an Optional Interest Deferral Period

With certain exceptions as noted immediately below, the Company will not do any of the following during an Optional Interest Deferral Period for the Notes:

(i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock;

(ii) make any payment of principal, interest or premium, if any, on, or repay, purchase or redeem any of the Company's debt securities (including debt securities of other series issued under the Indenture) that rank equally with, or junior to, the Notes in right of payment; or

(iii) make any payments with respect to any guarantee by the Company of any indebtedness if such guarantee ranks equally with or junior to the Notes in right of payment.

However, the foregoing provisions shall not prevent or restrict the Company from making:

(a) purchases, redemptions or other acquisitions of the Company's capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants, agents or independent contractors of the Company or any of its Subsidiaries or Affiliates;

(b) any payment, dividend, distribution, purchase, repurchase, redemption, other acquisition, exchange, conversion or declaration of a dividend or distribution as a result of any reclassification of the Company's capital stock;

(c) any exchange, redemption or conversion of any class or series of the Company's capital stock, or the capital stock of one of its Subsidiaries, for any other class or series of the Company's capital stock, or of any class or series of the Company's indebtedness for any class or series of the Company's capital stock;

(d) any purchase, redemption or other acquisition of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such

capital stock or the securities being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred or with any split, reclassification or similar transaction;

(e) any declaration of a dividend or distribution in connection with any shareholder rights plan, or the issuance of rights, stock or other property under any shareholder rights plan, or the redemption, exchange or purchase of rights pursuant thereto;

(f) any payment, dividend or distribution made in the Company's capital stock (or rights to acquire the Company's capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of Company's capital stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred; or

(g) any payments on the Notes, any trust preferred securities, subordinated debentures or junior subordinated debentures, or guarantees of the foregoing, in each case that rank equal in right of payment to the Notes, so long as the amount of payments made on account of such securities or guarantees is paid on all such securities and guarantees then outstanding on a pro rata basis in proportion to the full payment to which each series of such securities and guarantees is then entitled if paid in full.

The Company will give the Trustee, Paying Agent and Holders written notice of its election to begin, shorten or extend, an Optional Interest Deferral Period at least five Business Days prior to the first Interest Payment Date affected by such election. However, the Company's failure to pay interest on any Interest Payment Date will itself constitute the commencement or extension, as applicable, of an Optional Interest Deferral Period unless the Company pays such interest within five Business Days after the Interest Payment Date, whether or not the Company provides a notice of deferral.

The record date for the payment of deferred interest and, to the extent permitted by applicable law, any additional interest on the deferred interest payable on the Interest Payment Date

immediately following the last day of an Optional Interest Deferral Period will be the regular record date with respect to such Interest Payment Date.

* * *

If a Change of Control Triggering Event (as defined below) occurs and the Company does not exercise its right to redeem the Notes within 60 days after the occurrence of a Change of Control (or if the Company exercises such right but any Notes remain outstanding), then the interest rate applicable to the Notes will increase by 500.0 basis points (5.0 percentage points) beginning on the first Interest Payment Date after the expiration of such 60-day period. The Company shall provide notice to the Holders (with a copy to the Paying Agent and the Trustee) of such interest rate increase. In the absence of such notice, the Paying Agent and the Trustee may conclusively and without liability assume the interest rate has not been increased.

* * *

Additional Amounts

Subject to the exceptions and limitations set forth below, additional interest will be paid on the Notes in such additional amounts as are necessary in order that the net payment of the principal of and interest on the Notes to a Holder (or the beneficial owner for whose benefit such Holder holds such Note) who is not a United States Person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(i) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(iii) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(v) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(vi) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(vii) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Note, if such payment can be made without such withholding by at least one other Paying Agent;

(viii) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(ix) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(x) in the case of any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided above, no payment will be required for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term “United States” means the United States of America, the states of the United States, and the District of Columbia, and the term “United States Person” means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the

United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

* * *

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the unpaid principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture, as modified with respect to these Notes by the Officers' Certificate. The definition of Event of Default set forth in such Officers' Certificate shall apply in lieu of the definition set forth in the Indenture.

* * *

Optional Redemption

The Company may at its option redeem this Note at the Redemption Prices set forth below; provided that the principal amount of this Note remaining outstanding after a redemption in part shall be €100,000 or an integral multiple of €1,000 in excess thereof. The Company may exercise such option by mailing or causing the Trustee to mail a notice of such redemption at least 10 but not more than 60 days prior to the Redemption Date. In the event of redemption of this Note in part only, a new Note or Notes for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. If less than all of the Securities with like tenor and terms to this Note are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by such method as the Trustee shall deem fair and appropriate. The Company shall notify the Trustee of the Redemption Price promptly after the calculation thereof, and the Trustee shall not be responsible for such calculation. Unless the Company defaults on the payment of the Redemption Price, on and after the Redemption Date interest will cease to accrue on the principal amount of this Note to be redeemed.

The Company, at its option, may redeem the Notes:

(i) Par Call: in whole or in part from time to time, on any Par Call Date (as defined below) at a Redemption Price equal to 100% of the principal amount of the Notes to

be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(ii) Make-Whole Call: in whole or in part from time to time, on any date other than a Par Call Date at a Redemption Price equal to the greater of (i) 100% of the Notes to be redeemed and (ii) as determined by an independent investment bank selected by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if the Notes matured on the next succeeding Par Call Date (excluding any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate (as defined below) plus the applicable Make-Whole Spread (as defined below), in each case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(iii) Right to Redeem upon a Tax Deductibility Event or Rating Agency Event: in whole but not in part, at any time after the occurrence of a Tax Deductibility Event or a Rating Agency Event (each as defined below) at a Redemption Price equal to either (i) 101% of the Notes to be redeemed, if the Redemption Date is prior to the first Par Call Date, or (ii) 100% of the Notes to be redeemed, if the Redemption Date is on or after the first Par Call Date, in either case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(iv) Right to Redeem upon a Tax Withholding Event: in whole but not in part, at any time after the occurrence of a Tax Withholding Event (as defined below) at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(v) Right to Redeem upon a Change of Control Triggering Event: in whole but not in part, at any time after the occurrence of a Change of Control Triggering Event (as defined below) at a Redemption Price equal to 101% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date; and

(vi) Right to Redeem upon a Substantial Repurchase Event (Clean-Up Call): in whole but not in part, at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date, if prior to such Redemption Date the Company has repurchased or redeemed Notes equal to or in excess of 75% of the initial aggregate principal amount issued of the Notes.

The foregoing options are cumulative and the Company may elect to exercise any or all such options as are available to it at any given time, and no such option shall be deemed to be in lieu of any other.

For the avoidance of doubt, the amount of accrued and unpaid interest on the Notes included in the calculation of any applicable Redemption Price will include, if applicable, any arrears of interest and any additional interest as described elsewhere in this Note.

For purposes of this Note:

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Change of Control" means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (other than the Company or one of its Subsidiaries) becoming the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of the Company's Subsidiaries); or (c) the first day on which a majority of the members of the Board of Directors of the Company

are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (a) the Company becomes a direct or indirect wholly-owned Subsidiary of a holding company and (b)(y) immediately following such transaction, the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of the Company's Voting Stock immediately prior to such transaction or (z) immediately following such transaction no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Comparable Government Bond Rate" means the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third Business Day prior to the Redemption Date, of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company in accordance with generally accepted market practice at such time.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes matured on the Par Call Date), or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of the Board of Directors on April 16, 2026 or (b) was nominated for election, elected or appointed to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of

Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Fitch" means Fitch Ratings and its successors.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Make-Whole Spread" means 35 basis points.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Par Call Date" means (i) each and any day during the period beginning on and including April 17, 2031 (the date that is 90 days prior to the First Reset Date) and ending on and including the First Reset Date and (ii) each and any Interest Payment Date after the First Reset Date.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended) selected by the Company as a replacement Rating Agency for a former Rating Agency.

"Rating Agency Event" means as of any date, a change, clarification, or amendment in the methodology in assigning equity credit to securities such as these Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto), that then publishes a rating for the Company (together with any successor thereto, for purposes of this definition, a "rating agency"), (a) as such methodology was in effect on April 9, 2026, in the case of any rating agency that published a rating for the Company as of April 9, 2026, or (b) as such

methodology was in effect on the date such rating agency first published a rating for the Company, in the case of any rating agency that first publishes a rating for the Company after April 9, 2026 (in the case of either clause (a) or (b), the "current methodology"), that results in (i) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such rating agency would have been in effect had the current methodology not been changed or (ii) a lower equity credit (including up to a lesser amount) being assigned by such rating agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such rating agency had the current methodology not been changed.

"Rating Event" means the rating on the Company's then-existing senior unsecured notes is lowered by each of the Rating Agencies and the then-existing senior unsecured notes are assigned a rating below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating on the Company's then-existing senior unsecured notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) that commences on the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided that a Rating Event will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if each Rating Agency making the reduction in rating does not publicly announce or confirm or inform the Trustee in writing at the request of the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Tax Deductibility Event" means the Company has received an opinion of a nationally recognized accounting firm or counsel experienced in such tax matters to the effect that, as a result of (a) any amendment to, clarification of, or change (including any announced prospective change) in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under such laws or treaties, (b) any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation), (c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the theretofore generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, irrespective of the time or manner in which such amendment, clarification or change is introduced or made known, or (d) any threatened challenge asserted in writing in connection with an audit of the Company or any of the Company's Subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to such notes, which amendment, clarification, or change is effective, or which administrative action is taken or which judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known, in each case after April 9, 2026, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

"Tax Withholding Event" means that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, which

change or amendment is announced or becomes effective on or after April 9, 2026, the Company has become or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay additional amounts with respect to the Notes.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

* * *

The Company may, without the consent of the Holders, issue additional Securities having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue price and issue date and, in some cases, the first interest payment date). Any additional Securities having the same terms, together with these Notes, will constitute a single series of Notes under the Indenture; provided that, if the additional Securities are not fungible with these Notes for U.S. federal income tax purposes, the additional Securities will have different ISIN and CUSIP numbers. No such additional Securities having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue price and issue date and, in some cases, the first interest payment date) may be issued if an Event of Default has occurred with respect to these Notes.

* * *

The Indenture contains provisions for defeasance at any time of either the entire principal of the Notes or of certain covenants and Events of Default with respect to the Notes, in either case upon compliance by the Company with certain conditions set forth in the Indenture. For purposes of the defeasance and covenant defeasance provisions, German government securities shall be used instead of United States government securities in respect of payments due in euro on the Notes.

In lieu of the provisions set forth in clause (2) of the last paragraph of Section 305 of the Indenture, this Global Security is exchangeable for definitive Notes only if (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for this Global Security and the Company does not appoint a successor Depositary within 90 days after receiving that notice or

becoming aware that the Depositary is no longer so registered or (ii) the Company executes and delivers to the Trustee a Company Order that this Global Security shall be so exchangeable. In such case, this Global Security shall be exchangeable into Notes issuable only in denominations of €100,000 and integral multiples of €1,000 in excess thereof. No Notes shall be issuable in denominations of less than €100,000. If this Global Security is exchangeable pursuant to the preceding sentences, it shall be exchangeable for definitive Notes, bearing interest at the same rate, having the same date of issuance, redemption provisions, Stated Maturity and other terms in registered form and of differing denominations aggregating a like amount.

As provided in the Indenture and subject to the limitations herein and therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of €100,000 and integral multiples of €1,000 in excess thereof. No Notes will be issuable in denominations of less than €100,000. As provided in the Indenture and subject to the limitations herein and therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes and of like tenor in denominations of €100,000 and integral multiples of €1,000 in excess thereof, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the

principal of and interest on this Note at the places, at the respective times and at the rate herein prescribed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes, the Holders of not less than 25% in principal amount of the Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of the Notes at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name this Note is registered as the absolute owner of this Note at such Holder's address as it appears on the Security Register (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account hereof and for all other purposes, and neither the Company nor the Trustee nor any such agent shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, effectually satisfy and discharge liability for moneys payable on this Note.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto or any Note, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such personal liability of every such incorporator, stockholder, officer and director, as such, being expressly waived and released by acceptance hereof and as a condition of and as part of the consideration for the issuance of this Note.

Each Holder and beneficial owner of the Notes will, by accepting the Notes or a beneficial interest therein, be deemed to have agreed that the Holder or beneficial owner intends that the Notes constitute indebtedness and will treat the Notes as indebtedness for United States federal, state and local tax purposes.

The Notes will not be subject to, or entitled to the benefit of, any sinking fund.

Capitalized terms used herein which are not defined herein shall have the respective meanings assigned thereto in the Indenture.

The Indenture is, and this Note shall be, governed by and construed in accordance with the laws of the State of New York.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	--as tenants in common	UNIF TRAN MIN ACT--__CUSTODIAN__
TEN ENT	--as tenants by the entireties	(Cust) (Minor)
JT TEN	--as joint tenants with right of survivorship and not as tenants in common	Under Uniform Transfers to Minors Act __
	(State)	

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert Social Security or Other identifying Number of Assignee

/____/__ PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

---

the within Note of GENERAL MILLS, INC. and does hereby irrevocably constitute and appoint _____________________ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: ___________________ __________________________

____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

GENERAL MILLS, INC.

OFFICERS' CERTIFICATE AND AUTHENTICATION ORDER

Pursuant to the Indenture, dated as of February 1, 1996 (as amended, the "Indenture"), between General Mills, Inc. (the "Company") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and resolutions adopted by the Board of Directors of the Company and the Finance Committee of the Board of Directors of the Company, this Officers' Certificate and Authentication Order is being delivered to the Trustee to establish the terms of a series of Securities in accordance with Section 301 of the Indenture, to establish the form of the Securities of such series in accordance with Section 201 of the Indenture, to request the authentication and delivery of the Securities of such series pursuant to Section 303 of the Indenture and to comply with the provisions of Section 102 of the Indenture.

Capitalized terms used but not defined herein and defined in the Indenture shall have the respective meanings ascribed to them in the Indenture.

A. Establishment of Series Pursuant to Section 301 of Indenture. There is hereby established pursuant to Section 301 of the Indenture a series of Securities which shall have the following terms (the numbered clauses set forth below correspond to the numbered subsections of Section 301 of the Indenture):

(1) The series of Securities being authorized shall bear the title "5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056" (the "Notes").

(2) There shall be no limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture; provided, however, that the aggregate principal amount of Notes to be authenticated and delivered under the Indenture pursuant to this Officers' Certificate and Authentication Order shall be limited to the amount set forth in Section C below (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered under the Indenture).

(3) Interest on each Note will be paid to the Person in whose name the Note is registered at the close of business on the Regular Record Date (as defined in paragraph 5 below), except that interest due at Maturity will be paid to the Person to whom the principal of the Note is paid.

(4) The Notes will mature on July 16, 2056, unless the principal of any Note, or any installment of principal, becomes due and payable prior to such date. If Maturity of a Note is not a Business Day (as defined below), then the payment due on such day

shall be made on the next succeeding Business Day, and no additional interest shall accrue for the period from Maturity to that next succeeding Business Day.

As used herein, "Business Day" means any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the T2 system), or any successor thereto, operates.

(5) Each Note will bear interest from and including the original issuance date or from and including the most recent Interest Payment Date (as defined below) as to which interest on such Note (or any Predecessor Security with respect to such Note) has been paid or made available for payment at the applicable interest rate described below until the principal of the Note is paid or made available for payment. Each payment of interest on a Note will include interest to, but excluding, as the case may be, the relevant Interest Payment Date or Maturity.

The Notes will bear interest from April 16, 2026 to, but excluding July 16, 2034 (the "First Reset Date"), at an annual rate of 5.250% and, the interest rate will reset on the First Reset Date and on each fifth anniversary thereof (each, a "Reset Date"). The period from and including a Reset Date to but excluding the next Reset Date is referred to herein as a "Reset Period." During each Reset Period, the Notes will bear interest at an annual rate equal to (i) the Five-Year Swap Rate (as defined below) as of the most recent Reset Determination Date (as defined below), plus (ii) 239.0 basis points (2.390 percentage points) (the "Initial Margin"), plus (iii) any applicable Step-Up Margin. The "Step-Up Margin" is (i) 25.0 basis points (0.25 percentage points) from and including July 16, 2039 (five years after the First Reset Date) (the "First Step Up Date") to but excluding July 16, 2054 (twenty years after the First Reset Date) (the "Second Step Up Date"), and (ii) 100.0 basis points (1.0 percentage point) from and including the Second Step Up Date.

The "Interest Payment Date" for the Notes will be July 16 of each year, beginning on July 16, 2026, subject to the Company's right to defer interest payments as described below in this paragraph 5. The "Regular Record Date" means the close of business (in the relevant Clearing System (as defined below)) on the Clearing System Business Day (as defined below) immediately preceding each Interest Payment Date (or, if this Note is held in definitive form, the 15th calendar day preceding the applicable Interest Payment Date, whether or not a Business Day). "Clearing System" means Clearstream Banking, société anonyme ("Clearstream") and/or Euroclear Bank S.A./N.V. ("Euroclear"). "Clearing System Business Day" means a day on which each Clearing System for which the Notes are being held is open for business. If any Interest Payment Date is not a Business Day, then the payment due on such day shall be made on the next succeeding Business Day, and no additional interest shall accrue for the period from such Interest Payment Date to that next succeeding Business Day.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or April 16, 2026 if no interest has been paid on the Notes), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

* * *

The applicable interest rate for the Notes during each Reset Period will be determined by the Calculation Agent (as defined below), as of the applicable Reset Determination Date (as defined below), in accordance with the following provisions, as such provisions may be modified as described in "Benchmark Event" below:

"Calculation Agent" means, at any time, the entity appointed by the Company and serving as such agent with respect to the Notes at such time. Unless the Company has validly called all of the outstanding Notes for redemption on a Redemption Date occurring on or prior to the First Reset Date, the Company will appoint a Calculation Agent for the Notes prior to the Reset Determination Date immediately preceding such First Reset Date. If the Company has called all of the outstanding Notes for redemption on a Redemption Date occurring on or prior to the First Reset Date, but the Company does not actually redeem all of the Notes on such Redemption Date, the Company will appoint a Calculation Agent for the Notes as promptly as practicable after such proposed Redemption Date. Any such Calculation Agent shall enter into a Calculation Agent agreement, or similar agreement, with the Company defining and governing the rights and duties of the Calculation Agent. The Company may terminate any such appointment and may appoint a successor Calculation Agent at any time and from time to time (so long as there will always be a Calculation Agent in respect of the Notes when so required). The Company may appoint itself or any of its Affiliates as, and the Company or any of its Affiliates may serve as, the Calculation Agent.

"Five-Year Swap Rate" means, in relation to a Reset Date and the related Reset Determination Date, the euro mid-market swap reference rate for a term of five years as displayed on the Reset Screen Page at 11:00 a.m. (Frankfurt time) on the applicable Reset Determination Date. In the event that such rate does not appear on the Reset Screen Page on the relevant Reset Determination Date at approximately that time, the Five-Year Swap Rate will be the Reset Reference Bank Rate. If the Reset Reference Bank Rate is unavailable or the Calculation Agent determines that no Reference Bank is providing offered quotations, the Five-Year Swap Rate will be equal to the last Five-Year Swap Rate available on the Reset Screen Page as determined by the Calculation Agent or, in the case of the First Reset Date, the rate equal to 2.841% per annum.

"Reset Determination Date" means, in respect of any Reset Period, the day falling two Business Days prior to the first day of such Reset Period.

"Reset Reference Bank Rate" means the percentage rate determined on the basis of the euro mid-market swap reference rate for a term of five years provided by at least four leading swap dealers in the interbank market selected by the Company in consultation with the Calculation Agent (such banks, the "Reference Banks") to the Calculation Agent at approximately 11:00 a.m. (Frankfurt time) on the Reset Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations. If one quotation is provided, the Reset Reference Bank Rate will be such quotation.

"Reset Screen Page" means Reuters screen "ICESWAP2 / EURFIXA" (or such other page as may replace such page on Reuters or such other page as may be determined by the Company in consultation with the Calculation Agent for the purposes of displaying comparable rates).

As provided above, the applicable interest rate for each Reset Period will be determined by the Calculation Agent as of the applicable Reset Determination Date. Promptly upon such determination, the Calculation Agent will notify the Company of the interest rate for the Reset Period and the Company will promptly notify, or cause the Calculation Agent to promptly notify, the Trustee and the Paying Agent of such interest rate. The Calculation Agent's determination of any interest rate, and its calculation of the amount of interest for any Reset Period will be on file at the Company's principal offices, will be made available to any Holder or beneficial owner of Notes upon request and will be final and binding in the absence of manifest error. Neither the Trustee nor the Paying Agent shall have any duty or obligation to confirm or verify any such calculation.

* * *

Benchmark Event

All capitalized terms used in these provisions below that have not been defined previously are used as defined in "Benchmark Event Definitions" below.

If a Benchmark Event occurs in relation to the Original Reference Rate when any interest rate with respect to the Notes remains to be determined by reference to the Original Reference Rate, the Company shall use reasonable efforts to appoint an Independent Adviser, as soon as reasonably practicable (provided that such appointment need not be made effective earlier than 30 days prior to the first date on which the Original Reference Rate is to be used to determine any interest rate), to determine a Successor Rate, or, in the absence of a Successor Rate, an Alternative Rate, and, in either case, an Adjustment Spread and any Benchmark Conforming Changes.

In making such determination, the Independent Adviser shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Company, the Paying Agent or the Holders for any determination made by it and for any advice given to the Company in connection with any determination made by the Company.

Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

- there is a Successor Rate, then such Successor Rate shall (subject to application of the Adjustment Spread provisions described below) subsequently be used in place of the Original Reference Rate to determine the relevant interest rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of the provisions described in this section "Benchmark Event"); or
- there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to the application of the Adjustment Spread provisions described below) subsequently be used in place of the Original Reference Rate to determine the relevant interest rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of the provisions described in this section "Benchmark Event").

Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant interest rate (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

Benchmark Conforming Changes

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with the provisions described herein and the Independent Adviser determines in good faith (A) that amendments to the terms and conditions of the Notes are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "Benchmark Conforming Changes") and (B) the terms of the Benchmark Conforming Changes, then the Company shall, subject to giving notice thereof as described below, without any requirement for the consent or approval of Holders, vary the terms and conditions of the Notes to give effect to such Benchmark Conforming Changes with effect from the date specified in such notice. In connection with any such variation in the terms and conditions of the Notes, the

Company shall comply with applicable laws and the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notices

The Company will promptly notify the Trustee, the Calculation Agent, the Paying Agent and the Holders of any Successor Rate, Alternative Rate, Adjustment Spread and Benchmark Conforming Changes.

Ratings Implications

Notwithstanding any of the foregoing, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread or Benchmark Conforming Changes be applied, if and to the extent that, in the Company's determination, the same could reasonably be expected to result in an event as described under (i) or (ii) of the definition of "Rating Agency Event."

Fallback

If, following the occurrence of a Benchmark Event and in relation to the determination of the interest rate on the immediately following Reset Determination Date, no Independent Adviser has been appointed, no Successor Rate or Alternative Rate (as applicable) is determined by the Independent Adviser or no Successor Rate or Alternative Rate is adopted in accordance with the foregoing provisions, the Five-Year Swap Rate will continue to apply for the purpose of determining such interest rate on such Reset Determination Date and will be equal to the last Five-Year Swap Rate available on the Reset Screen Page as determined by the Calculation Agent; provided that, the interest rate during any Reset Period will not reset below zero.

Responsibility for Determinations

Neither the Trustee, the Calculation Agent nor the Paying Agent shall be under any obligation to (i) monitor, determine or verify the unavailability of the Original Reference Rate (or any Successor Rate or Alternative Rate or any other applicable benchmark) or (ii) to give notice to any other transaction party of the occurrence of any Benchmark Event (as defined below) or benchmark replacement. In no event shall the Trustee, the Calculation Agent or the Paying Agent be responsible for determining any substitute for the Five-Year Swap Rate or to determine whether any conditions to the substitution of such a rate have been satisfied, for determining whether a Benchmark Event has occurred or for making any adjustments to any alternative benchmark or spread thereon or any other relevant methodology for calculating any such substitute or successor rate.

Any determination, decision or election that may be made by the Company or its designated Independent Adviser pursuant to this section "Benchmark Events," including any determination with respect to a rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Company's or its designated Independent Adviser's sole discretion and, notwithstanding anything to the contrary in any documentation relating to the Notes, shall become effective without consent from the Holders or any other party. None

of the Trustee, the Calculation Agent, the Paying Agent or the Common Depositary will have any liability for any determination made by or on behalf of the Company or its designated Independent Adviser in connection with a Benchmark Event. Neither the Trustee, the Calculation Agent nor the Paying Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in the Indenture or any related document as a result of the unavailability of the Original Reference Rate (or any Successor Rate or Alternative Rate or any other applicable benchmark) and absence of a benchmark replacement or substitute for the Five-Year Swap Rate, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party in providing any direction, instruction, notice or information required or contemplated by the terms of the Indenture or any related document and reasonably required for the performance of its duties.

Benchmark Event Definitions

"Adjustment Spread" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;

(ii) in the case of an Alternative Rate (or in the case of a Successor Rate where (i) above does not apply), is in customary market usage in the international debt capital markets for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or

(iii) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"Alternative Rate" means, in the absence of Successor Rate, an alternative benchmark or screen rate that the Independent Adviser determines as described herein is in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same currency as the Notes.

"Benchmark Event" means, with respect to the Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist;

(ii) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to the specified date referred to in (ii)(a);

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;

(iv) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (b) the date falling six months prior to the specified date referred to in (iv)(a);

(v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months;

(vi) it has, or will prior to the next Reset Determination Date, become unlawful for the Company, the party responsible for determining the interest rate (being the Calculation Agent) or any Paying Agent to calculate any payment due to be made to any holder of a note using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 (the "Benchmarks Regulation"), if applicable);

(vii) that a decision to withdraw the authorization or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorized to publish such Original Reference Rate has been adopted; or

(viii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

"Independent Adviser" means an independent financial institution of international repute or an independent adviser of recognized standing with appropriate expertise, appointed by the Company at its own expense as described herein.

"Original Reference Rate" means the Five-Year Swap Rate or any component part thereof.

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"Successor Rate" means a successor to or replacement of the Original Reference Rate that is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one that is the most appropriate, taking into consideration, without limitation, the particular features of the Notes.

* * *

If a Change of Control Triggering Event (as defined in paragraph 7 below) occurs and the Company does not exercise its right to redeem the Notes within 60 days after the occurrence of a Change of Control (or if the Company exercises such right but any Notes remain outstanding), then the interest rate applicable to the Notes will increase by 500.0 basis points (5.0 percentage points) beginning on the first Interest Payment Date after the expiration of such 60-day period. The Company shall provide notice to the Holders (with a copy to the Paying Agent and the Trustee) of such interest rate increase. In the absence of such notice, the Paying Agent and the Trustee may conclusively and without liability assume the interest rate has not been increased.

* * *

Payment of Additional Amounts

Subject to the exceptions and limitations set forth below, additional interest will be paid on the Notes in such additional amounts as are necessary in order that the net payment of the principal of and interest on the Notes to a Holder (or the beneficial owner for whose benefit such Holder holds such Note) who is not a United States Person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(i) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(a)being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c)being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e)being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(iii)to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty

to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(v) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(vi) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(vii) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Note, if such payment can be made without such withholding by at least one other Paying Agent;

(viii) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(ix) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(xii) in the case of any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided above, no payment will be required for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States

Person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

* * *

Option to Defer Interest Payments

At its option, the Company may, on one or more occasions, defer payment of all or part of the current and accrued interest otherwise due on the Notes for a period of up to 10 consecutive years (each period, commencing on the date that the first such interest payment would otherwise have been made on the Notes, an "Optional Interest Deferral Period"), so long as no Event of Default with respect to the Notes has occurred and is continuing.

A deferral of interest payments may not end on a date other than an Interest Payment Date and may not extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may not begin a new Optional Interest Deferral Period, and may not pay current interest on the Notes, until it has paid all accrued interest on the Notes from the previous Optional Interest Deferral Period. The Company may elect, at its option, to extend any Optional Interest Deferral Period, so long as the entirety of such Optional Interest Deferral Period does not exceed 10 consecutive years or extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may also elect, at its option, to shorten the length of any Optional Interest Deferral Period.

Any deferred interest on the Notes will accrue additional interest at a rate equal to the interest rate then applicable to the Notes to the extent permitted by applicable law. Once the Company pays all deferred interest payments on the Notes, including any additional interest accrued on the deferred interest, the Company may again defer interest payments on the Notes as described above, but not beyond the Maturity Date or Redemption Date, if earlier, of the Notes.

The Company will give the Trustee, Paying Agent and Holders written notice of its election to begin, shorten or extend, an Optional Interest Deferral Period at least five Business Days prior to the first Interest Payment Date affected by such election. However, the Company's failure to pay interest on any Interest Payment Date will itself constitute the commencement or extension, as applicable, of an Optional Interest Deferral Period unless the Company pays such interest within five Business Days after the Interest Payment Date, whether or not the Company provides a notice of deferral.

The record date for the payment of deferred interest and, to the extent permitted by applicable law, any additional interest on the deferred interest payable on the Interest Payment Date immediately following the last day of an Optional Interest Deferral Period will be the regular record date with respect to such Interest Payment Date.

(6) Payment of principal of and premium (if any) and interest on each Note that is represented by a Global Security will be made to the Depositary (as specified in

paragraph 16 below) or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented thereby for all purposes under the Indenture.

Payment of principal of and premium (if any) and interest on each Note that is not represented by a Global Security will be made upon presentation and surrender of such Note at the office or agency maintained by the Company for that purpose in London. Registered Holders that wish to receive payment in immediately available funds must provide appropriate written wire transfer instructions sufficiently in advance of the payment date and present the Note in time for the party making the payment to make payments in such funds in accordance with its normal procedures. Any wire transfer instructions received by a party making payments shall remain in effect until revoked by the registered Holder. Payment in accordance with written wire transfer instructions from a registered Holder shall be deemed to constitute full and complete payment of all amounts so paid. The Company may, at its option, elect to make payments of interest other than at Maturity by check mailed to the address of the registered Holder thereof as of the close of business on the relevant Regular Record Date as such address appears in the Security Register.

The "Place of Payment" with respect to the Notes shall be London, England.

(7) The Company, at its option, may redeem the Notes pursuant to the provisions below:

Par Call

(i) in whole or in part from time to time, on any Par Call Date (as defined below) at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Make-Whole Call

(ii) in whole or in part from time to time, on any date other than a Par Call Date at a Redemption Price equal to the greater of (i) 100% of the Notes to be redeemed and (ii) as determined by an independent investment bank selected by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if the Notes matured on the next succeeding Par Call Date (excluding any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate (as defined below) plus the applicable Make-Whole Spread (as defined below), in each case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Tax Deductibility Event or Rating Agency Event

(iii) in whole but not in part, at any time after the occurrence of a Tax Deductibility Event or a Rating Agency Event (each as defined below) at a Redemption Price equal to either (i) 101% of the Notes to be redeemed, if the Redemption Date is prior to the first Par Call Date, or (ii) 100% of the Notes to be redeemed, if the Redemption Date is on or after the first Par Call Date, in either case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Tax Withholding Event

(iv) in whole but not in part, at any time after the occurrence of a Tax Withholding Event (as defined below) at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

Right to Redeem upon a Change of Control Triggering Event

(v) in whole but not in part, at any time after the occurrence of a Change of Control Triggering Event (as defined below) at a Redemption Price equal to 101% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date; and

Right to Redeem upon a Substantial Repurchase Event (Clean-Up Call)

(vi) in whole but not in part, at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date, if prior to such Redemption Date the Company has repurchased or redeemed Notes equal to or in excess of 75% of the initial aggregate principal amount issued of the Notes.

The foregoing options are cumulative and the Company may elect to exercise any or all such options as are available to it at any given time, and no such option shall be deemed to be in lieu of any other.

For the avoidance of doubt, the amount of accrued and unpaid interest on the Notes included in the calculation of any applicable Redemption Price will include, if applicable, any arrears of interest and any additional interest as described elsewhere in this paragraph 7.

In any case, the principal amount of a Note remaining outstanding after a redemption in part shall be €100,000 or an integral multiple of €1,000 in excess thereof.

* * *

In addition to the definitions provided above, these additional definitions apply for the provisions described under "Optional Redemption."

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Change of Control" means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (other than the Company or one of its Subsidiaries) becoming the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of the Company's Subsidiaries); or (c) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (a) the Company becomes a direct or indirect wholly-owned Subsidiary of a holding company and (b)(y) immediately following such transaction, the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of the Company's Voting Stock immediately prior to such transaction or (z) immediately following such transaction no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Comparable Government Bond Rate" means the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third Business Day prior to the Redemption Date, of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company in accordance with generally accepted market practice at such time.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes matured on the Par Call Date), or if such independent investment bank in its discretion determines that such similar bond is not in issue,

such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of the Board of Directors on April 16, 2026 or (b) was nominated for election, elected or appointed to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Fitch" means Fitch Ratings and its successors.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Make-Whole Spread" means 40 basis points.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Par Call Date" means (i) each and any day during the period beginning on and including April 17, 2034 (the date that is 90 days prior to the First Reset Date) and ending on and including the First Reset Date and (ii) each and any Interest Payment Date after the First Reset Date.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended) selected by the Company as a replacement Rating Agency for a former Rating Agency.

"Rating Agency Event" means as of any date, a change, clarification, or amendment in the methodology in assigning equity credit to securities such as these Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto), that then publishes a rating for the Company (together with any successor thereto, for purposes of this definition, a "rating agency"), (a) as such methodology was in effect on April 9, 2026, in the case of any rating agency

that published a rating for the Company as of April 9, 2026, or (b) as such methodology was in effect on the date such rating agency first published a rating for the Company, in the case of any rating agency that first publishes a rating for the Company after April 9, 2026 (in the case of either clause (a) or (b), the "current methodology"), that results in (i) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such rating agency would have been in effect had the current methodology not been changed or (ii) a lower equity credit (including up to a lesser amount) being assigned by such rating agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such rating agency had the current methodology not been changed.

"Rating Event" means the rating on the Company's then-existing senior unsecured notes is lowered by each of the Rating Agencies and the then-existing senior unsecured notes are assigned a rating below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating on the Company's then-existing senior unsecured notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) that commences on the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided that a Rating Event will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if each Rating Agency making the reduction in rating does not publicly announce or confirm or inform the Trustee in writing at the request of the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Tax Deductibility Event" means the Company has received an opinion of a nationally recognized accounting firm or counsel experienced in such tax matters to the effect that, as a result of (a) any amendment to, clarification of, or change (including any announced prospective change) in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under such laws or treaties, (b) any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation), (c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an

administrative action or judicial decision that differs from the theretofore generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, irrespective of the time or manner in which such amendment, clarification or change is introduced or made known, or (d) any threatened challenge asserted in writing in connection with an audit of the Company or any of the Company's Subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to such Notes, which amendment, clarification, or change is effective, or which administrative action is taken or which judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known, in each case after April 9, 2026, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

"Tax Withholding Event" means that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after April 9, 2026, the Company has become or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay additional amounts with respect to the Notes.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Notice of redemption will be given to the registered Holders to be redeemed not less than 10 nor more than 60 days prior to the Redemption Date, which date and the applicable Redemption Price will be specified in the notice. Once notice of redemption is mailed, the Notes or any portion of the Notes called for redemption will become due and payable on the Redemption Date and at the applicable Redemption Price, plus accrued and unpaid interest to, but excluding, the Redemption Date. On and after the Redemption Date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the Redemption Price and accrued interest). On or before the Redemption Date, the Company will deposit with a Paying Agent (or the Trustee) money sufficient to pay the Redemption Price of and accrued interest on the Notes or any portion of the Notes to be redeemed on that date. Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on

the Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

(9) The Notes shall be issuable in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

(11) All payments of interest and principal, including payments made upon any redemption of the Notes, will be payable in such coin or currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union as at the time of payment shall be legal tender for the payment of public and private debts. If such coin or currency (the "euro") is unavailable due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Company or so used. The amount payable on any date in euro will be converted into United States dollars on the basis of the most recently available market exchange rate for euro. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default under the Notes or the Indenture. The most recently available market exchange rate will be the basis for determining the equivalent of the euro in the currency of the United States of America for any purpose under the Indenture, including for purposes of the definition of "Outstanding" in Section 101 of the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

(15) The Notes shall be defeasible, in whole or any specified part, pursuant to Section 1302 or Section 1303 of the Indenture or both such Sections. For purposes of the defeasance and covenant defeasance provisions, German government securities shall be used instead of United States government securities in respect of payments due in euro on the Notes.

(16) The Notes shall be issuable in whole or in part in the form of one or more Global Securities registered in the name of the Depositary or its nominee. The Depositary with respect to such Global Securities shall be U.S. Bank Europe DAC. The Global Securities shall bear the legends set forth on the form of Note attached hereto as Exhibit A. In lieu of the provisions set forth in clause (2) of the last paragraph of Section 305 of the Indenture, such Global Security may not be exchanged in whole or in part for Securities registered, and no transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof, unless (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security and the Company does not appoint a successor Depositary within 90 days after receiving that notice or becoming aware that the Depositary is no longer so registered or (ii) the Company executes and delivers to the Trustee a Company Order that such Global Security shall be so exchangeable. So long as the Depositary or its nominee is the registered holder of any Global Security, the Depositary or its nominee, as the case may be, will be

considered the sole Holder of the Notes represented by such Global Security for all purposes under the Notes and the Indenture.

(17) "Event of Default," with respect to the Notes, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- failure to pay interest on the Notes for 90 days after payment is due, taking into account any Optional Interest Deferral Period;
- failure to pay principal or any premium on the Notes when due;
- the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or
- the commencement by the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action.

For the avoidance of doubt, the foregoing definition shall apply in place of the definition of "Event of Default" set forth in Section 501 of the Indenture, which shall not be applicable to the Notes.

Notwithstanding Section 502 of the Indenture, the Notes will not be automatically accelerated upon any Event of Default. Instead, the Trustee or the direct Holders of not less than 25% in principal amount of the Notes may make a declaration of acceleration of maturity. Furthermore, any acceleration of the Notes will be subject to the subordination provisions described below in paragraph 19.

(18)

Certain Limitations During an Optional Interest Deferral Period

With certain exceptions as noted immediately below, the Company will not do any of the following during an Optional Interest Deferral Period for the Notes:

(i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock;

(ii) make any payment of principal, interest or premium, if any, on, or repay, purchase or redeem any of the Company's debt securities (including debt securities of other series issued under the Indenture) that rank equally with, or junior to, the Notes in right of payment; or

(iii) make any payments with respect to any guarantee by the Company of any indebtedness if such guarantee ranks equally with or junior to the Notes in right of payment.

However, the foregoing provisions shall not prevent or restrict the Company from making:

(a) purchases, redemptions or other acquisitions of the Company's capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants, agents or independent contractors of the Company or any of its Subsidiaries or Affiliates;

(b) any payment, dividend, distribution, purchase, repurchase, redemption, other acquisition, exchange, conversion or declaration of a dividend or distribution as a result of any reclassification of the Company's capital stock;

(c) any exchange, redemption or conversion of any class or series of the Company's capital stock, or the capital stock of one of its Subsidiaries, for any other class or series of the Company's capital stock, or of any class or series of the Company's indebtedness for any class or series of the Company's capital stock;

(d) any purchase, redemption or other acquisition of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the securities being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding

on the date that the payment of interest is deferred or with any split, reclassification or similar transaction;

(e) any declaration of a dividend or distribution in connection with any shareholder rights plan, or the issuance of rights, stock or other property under any shareholder rights plan, or the redemption, exchange or purchase of rights pursuant thereto;

(f) any payment, dividend or distribution made in the Company's capital stock (or rights to acquire the Company's capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of Company's capital stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred; or

(g) any payments on the Notes, any trust preferred securities, subordinated debentures or junior subordinated debentures, or guarantees of the foregoing, in each case that rank equal in right of payment to the Notes, so long as the amount of payments made on account of such securities or guarantees is paid on all such securities and guarantees then outstanding on a pro rata basis in proportion to the full payment to which each series of such securities and guarantees is then entitled if paid in full.

(19) The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are hereby expressly subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of all Senior Indebtedness. Except as provided herein, the holders of all Senior Indebtedness shall be first entitled to receive payment of the full amount unpaid on Senior Indebtedness before Holders are entitled to receive a payment on account of the principal or interest on the Notes in the following circumstances:

(k) upon any distribution of the Company's assets to creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings; or

a. if a default occurs for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any Senior Indebtedness or any other default having occurred concerning any Senior Indebtedness, which permits the holder or holders of any Senior Indebtedness to accelerate the maturity of any Senior Indebtedness with notice or lapse of time, or both, and such default shall have continued beyond the grace period, if any, provided for such default, and such default shall not have been cured or waived or have ceased to exist.

For purposes hereof, except as provided below, "Senior Indebtedness" means all of the Company's obligations, whether presently existing or from time to time hereafter

incurred, created assumed or existing, to pay principal, premium, interest, penalties, fees and any other payment in respect of any of the following:

(i) all of the Company's obligations for borrowed money, including without limitation, such obligations as are evidenced by credit agreements, notes, debentures, bonds, commercial paper or other securities or instruments;

(ii) all of the Company's obligations that are required to be classified and accounted for as a capital lease on the face of a balance sheet of such person prepared in accordance with generally accepted accounting principles (together, known as "finance lease obligations");

(iii) all of the Company's obligations under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement whereby the arrangement is considered borrowed money indebtedness for tax purposes but is classified as an operating lease or does not otherwise appear on a balance sheet under GAAP (together, known as "synthetic lease obligations");

(iv) all of the Company's obligations for reimbursement on any letter of credit, banker's acceptance, security purchase facility or similar credit facility;

(v) all of the Company's obligations issued or assumed as the deferred purchase price of property or services, including all obligations under master lease transactions pursuant to which the Company or any of its Subsidiaries have agreed to be treated as owner of the subject property for United States federal income tax purposes (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business);

(vi) all of the Company's payment obligations under interest rate swap or similar agreements or foreign currency hedge, exchange or similar agreements at the time of determination, including any such obligations the Company incurred solely to act as a hedge against increases in interest rates that may occur under the terms of the Company's other outstanding variable or floating rate indebtedness;

(vii) all obligations of the types referred to in clauses (i) through (vi) above of another Person, including any of the Company's Subsidiaries, which the Company has assumed, endorsed, guaranteed, contingently agreed to purchase or provide funds for the payment of, or otherwise become liable for, under any agreement;

(viii) all of the Company's compensation and reimbursement obligations to the Trustee pursuant to Section 607 of the Indenture; and

(ix) all amendments, modifications, renewals, extensions, refinancings, replacements or refundings by the Company of any such Senior Indebtedness referred to in clauses (i) through (viii) above (and of any such amended, modified, renewed, extended, refinanced, refunded or replaced Senior Indebtedness);

provided, however, that, the following will not constitute Senior Indebtedness:

(A) trade accounts payable and accrued liabilities arising in the ordinary course of business or

(B) any obligation, amendment, modification, renewal, extension, refinancing, replacement or refunding that by the terms of the instrument creating or evidencing it or the assumption or guarantee of it provides that it is not superior in right of payment and upon liquidation to or is equal in right of payment and upon liquidation with the Notes.

B. Establishment of Form of Securities Pursuant to Section 201 of the Indenture. In accordance with Section 201 of the Indenture, the form attached hereto as Exhibit A is hereby established as the form to represent the Notes.

C. Order for the Authentication and Delivery of Securities Pursuant to Section 303 of the Indenture. Pursuant to Section 303 of the Indenture, you are hereby requested, as Trustee under the Indenture, to authenticate, in the manner provided by the Indenture, €700,000,000 aggregate principal amount of the Notes registered in the name of USB Nominees (UK) Limited, which Notes have been heretofore duly executed by the proper officers of the Company and delivered to you as provided in the Indenture, and to deliver said authenticated Notes to U.S. Bank Europe DAC, as Common Depositary for Euroclear and Clearstream, on April 16, 2026.

D. Certification Pursuant to Section 102 of the Indenture. Each of the undersigned has read the pertinent sections of the Indenture, including Sections 201, 301 and 303 thereof and the definitions in the Indenture relating thereto, and certain other corporate documents and records. In the opinion of each of the undersigned, the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether or not the conditions precedent to (i) the establishment of (a) a series of Securities and (b) the form of such Securities and (ii) the issuance, authentication and delivery of such series of Securities contained in the Indenture have been complied with. In the opinion of the undersigned, all conditions precedent to (x) the establishment of the Notes and the form of the Notes and (y) the issuance, authentication and delivery of the Notes have been complied with.

Insofar as this Officers' Certificate and Authentication Order relates to legal matters, it is based upon the Opinion of Counsel delivered by the Company to the Trustee contemporaneously herewith.

IN WITNESS WHEREOF, the undersigned have hereunto signed our names on behalf of the Company.

Dated: April 16, 2026

GENERAL MILLS, INC.

By /s/ Wendy C. Unglaub
Wendy Unglaub
Its Vice President, Treasurer

By /s/ Kurt Hoddinott
Kurt Hoddinott
Its Assistant Treasurer, Finance Director

CERTIFICATION

I, Chris A. Rauschl, an Assistant Secretary of the Company, do hereby certify that Wendy Unglaub is on the date hereof the duly elected or appointed Vice President, Treasurer of the Company and the signature set forth above is her own true signature, and further certify that Kurt Hoddinott is on the date hereof the duly elected or appointed Assistant Treasurer, Finance Director of the Company and the signature set forth above is his own true signature.

/s/ Chris A. Rauschl
Chris A. Rauschl
Assistant Secretary

REGISTERED NO. _____ PRINCIPAL AMOUNT: €_____

GENERAL MILLS, INC.

5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056

CUSIP No. 370334 DE1 ISIN XS3328596336 Common Code 332859633

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V. ("EUROCLEAR") AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

GENERAL MILLS, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB NOMINEES (UK) LIMITED, or registered assigns, the principal sum of _____ euros (€_____) on July 16, 2056 (the "Maturity Date"), and to pay interest thereon from and including April 16, 2026 or the most recent Interest Payment Date (as defined below) as to which interest has been paid or made available for payment, annually in arrears on July 16 in each year (each, an "Interest Payment Date"), commencing on July 16, 2026, at the applicable interest rate described below, until the principal amount hereof has been paid or duly made available for payment, subject to the Company's option to defer interest as set forth on the reverse hereof.

The Notes will bear interest from April 16, 2026 to, but excluding July 16, 2034 (the "First Reset Date"), at an annual rate of 5.250%, and the interest rate will reset on the First Reset Date and on each fifth anniversary thereof (each, a "Reset Date"). The period from and including a Reset Date to but

excluding the next Reset Date is referred to herein as a “Reset Period.” During each Reset Period, the Notes will bear interest at an annual rate equal to (i) the Five-Year Swap Rate (as defined in the Officers’ Certificate and Authentication Order establishing this series of Notes pursuant to the Indenture (the “Officers’ Certificate”), and subject to the adjustments provided for therein) as of the most recent Reset Determination Date (as defined in the Officers’ Certificate), plus (ii) 239.0 basis points (2.390 percentage points) (the “Initial Margin”), plus (iii) any applicable Step-Up Margin. The “Step-Up Margin” is (i) 25.0 basis points (0.25 percentage points) from and including July 16, 2039 (five years after the First Reset Date) (the “First Step Up Date”) to but excluding July 16, 2054 (twenty years after the First Reset Date) (the “Second Step Up Date”), and (ii) 100.0 basis points (1.0 percentage point) from and including the Second Step Up Date.

Interest (including interest for partial periods) will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or April 16, 2026 if no interest has been paid on this Note), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Each payment of interest hereon will include interest to, but excluding, as the case may be, the relevant Interest Payment Date or Maturity.

The interest so payable, and punctually paid or made available for payment, on any Interest Payment Date will, as provided for in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities with respect hereto) is registered at the close of business on the Regular Record Date (as defined below) for such Interest Payment Date; except that interest due at Maturity will be paid to the Person to whom the principal is paid. A “Regular Record Date” means the close of business (in Euroclear or Clearstream, as applicable) on the Clearing System Business Day (as defined below) immediately preceding each Interest Payment Date (or, if this Note is held in definitive form, the 15th calendar day preceding the applicable Interest Payment Date, whether or not a Business Day (as defined below)). “Clearing System Business Day” means a day on which Euroclear or

Clearstream, as applicable, is open for business. Any such interest not so punctually paid or made available for payment will forthwith cease to be payable to the Person in whose name this Note (or one or more Predecessor Securities with respect hereto) is registered at the close of business on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Note not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

As set forth herein, the Company will pay additional interest on this Note in certain circumstances.

Payment of principal of and premium (if any) and interest on this Note will be made to USB Nominees (UK) Limited or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Note represented hereby for all purposes under the Indenture.

The “Place of Payment” with respect to this Note shall be London, England.

All payments on this Note will be made in such coin or currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union as at the time of payment shall be legal tender for the payment of public and private debts. If such coin or currency (the “euro”) is unavailable due to the imposition of exchange controls or other circumstances beyond the Company’s control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note will be made in United States dollars until the euro is again available to the Company or so used. The amount payable on any date in euro will be converted into United States dollars on the basis of the most recently available market exchange rate for euro. Any payment in respect of this Note so made in United States dollars will not constitute an Event of Default under this Note or the Indenture.

The most recently available market exchange rate will be the basis for determining the equivalent of the euro in the currency of the United States for any purpose under the Indenture, including for purposes of the definition of “Outstanding” in Section 101 of the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

Any payment on this Note due on a day that is not a Business Day will be made on the next succeeding Business Day with the same force and effect as if made on the due date, and no additional interest shall accrue for the period from and after such date.

As used in this Note, “Business Day” means any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the T2 system), or any successor thereto, operates.

The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are hereby expressly subordinated and junior in right of payment, to the extent and in the manner set forth on the reverse hereof, to the prior payment in full of all Senior Indebtedness.

Reference is hereby made to the further provisions of this Note as set forth on the reverse hereof and to the provisions of the Officers’ Certificate, which provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed and has caused a facsimile of its corporate seal to be affixed hereto or imprinted hereon.

Dated: April 16, 2026

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

OR

_____
as Authenticating Agent for the Trustee

By:_____
Authorized Officer

GENERAL MILLS, INC.

By:_____

Attest:_____

[SEAL]

[REVERSE OF NOTE]

GENERAL MILLS, INC.

5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056

This Note is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of February 1, 1996 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture and all indentures supplemental thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. By the terms of the Indenture, additional Securities of other separate series, which may vary as to date, amount, Stated Maturity, interest rate or method of calculating the interest rate and in other respects as therein provided, may be issued in an unlimited principal amount. This Note is one of a series of the Securities designated as "5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056" (the "Notes").

* * *

The payment of the principal of, premium, if any, and interest, if any on each and all of the Notes (other than Notes discharged or defeased pursuant to Section 1302 of the Indenture) are expressly subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of all Senior Indebtedness (as defined in the Officers' Certificate). Except as provided herein, the holders of all Senior Indebtedness shall be first entitled to receive payment of the full amount unpaid on Senior Indebtedness before Holders are entitled to receive a payment on account of the principal or interest on the Notes in the following circumstances:

a. upon any distribution of the Company's assets to creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings; or

b. if a default occurs for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any Senior Indebtedness or any other default having occurred concerning any Senior Indebtedness, which permits the holder or holders of any Senior Indebtedness to accelerate the maturity of any Senior Indebtedness with notice or lapse of time, or both, and such default shall have continued beyond the grace period, if any, provided for such default, and such default shall not have been cured or waived or have ceased to exist.

* * *

Option to Defer Interest Payments

At its option, the Company may, on one or more occasions, defer payment of all or part of the current and accrued interest otherwise due on the Notes for a period of up to 10 consecutive years (each period, commencing on the date that the first such interest payment would otherwise have been made on the Notes, an "Optional Interest Deferral Period"), so long as no Event of Default with respect to the Notes has occurred and is continuing.

A deferral of interest payments may not end on a date other than an Interest Payment Date and may not extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may not begin a new Optional Interest Deferral Period, and may not pay current interest on the Notes, until it has paid all accrued interest on the Notes from the previous Optional Interest Deferral Period. The Company may elect, at its option, to extend any Optional Interest Deferral Period, so long as the entirety of such Optional Interest Deferral Period does not exceed 10 consecutive years or extend beyond the Maturity Date or Redemption Date, if earlier, of the Notes. The Company may also elect, at its option, to shorten the length of any Optional Interest Deferral Period.

Any deferred interest on the Notes will accrue additional interest at a rate equal to the interest rate then applicable to the Notes to the extent permitted by applicable law. Once the Company pays

all deferred interest payments on the Notes, including any additional interest accrued on the deferred interest, the Company may again defer interest payments on the Notes as described above, but not beyond the Maturity Date or Redemption Date, if earlier, of the Notes.

Certain Limitations During an Optional Interest Deferral Period

With certain exceptions as noted immediately below, the Company will not do any of the following during an Optional Interest Deferral Period for the Notes:

(i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock;

(ii) make any payment of principal, interest or premium, if any, on, or repay, purchase or redeem any of the Company's debt securities (including debt securities of other series issued under the Indenture) that rank equally with, or junior to, the Notes in right of payment; or

(iii) make any payments with respect to any guarantee by the Company of any indebtedness if such guarantee ranks equally with or junior to the Notes in right of payment.

However, the foregoing provisions shall not prevent or restrict the Company from making:

(a) purchases, redemptions or other acquisitions of the Company's capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants, agents or independent contractors of the Company or any of its Subsidiaries or Affiliates;

(b) any payment, dividend, distribution, purchase, repurchase, redemption, other acquisition, exchange, conversion or declaration of a dividend or distribution as a result of any reclassification of the Company's capital stock;

(c) any exchange, redemption or conversion of any class or series of the Company's capital stock, or the capital stock of one of its Subsidiaries, for any other class or series of the Company's capital stock, or of any class or series of the Company's indebtedness for any class or series of the Company's capital stock;

(d) any purchase, redemption or other acquisition of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such

capital stock or the securities being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred or with any split, reclassification or similar transaction;

(e) any declaration of a dividend or distribution in connection with any shareholder rights plan, or the issuance of rights, stock or other property under any shareholder rights plan, or the redemption, exchange or purchase of rights pursuant thereto;

(f) any payment, dividend or distribution made in the Company's capital stock (or rights to acquire the Company's capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of Company's capital stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred; or

(g) any payments on the Notes, any trust preferred securities, subordinated debentures or junior subordinated debentures, or guarantees of the foregoing, in each case that rank equal in right of payment to the Notes, so long as the amount of payments made on account of such securities or guarantees is paid on all such securities and guarantees then outstanding on a pro rata basis in proportion to the full payment to which each series of such securities and guarantees is then entitled if paid in full.

The Company will give the Trustee, Paying Agent and Holders written notice of its election to begin, shorten or extend, an Optional Interest Deferral Period at least five Business Days prior to the first Interest Payment Date affected by such election. However, the Company's failure to pay interest on any Interest Payment Date will itself constitute the commencement or extension, as applicable, of an Optional Interest Deferral Period unless the Company pays such interest within five Business Days after the Interest Payment Date, whether or not the Company provides a notice of deferral.

The record date for the payment of deferred interest and, to the extent permitted by applicable law, any additional interest on the deferred interest payable on the Interest Payment Date

immediately following the last day of an Optional Interest Deferral Period will be the regular record date with respect to such Interest Payment Date.

* * *

If a Change of Control Triggering Event (as defined below) occurs and the Company does not exercise its right to redeem the Notes within 60 days after the occurrence of a Change of Control (or if the Company exercises such right but any Notes remain outstanding), then the interest rate applicable to the Notes will increase by 500.0 basis points (5.0 percentage points) beginning on the first Interest Payment Date after the expiration of such 60-day period. The Company shall provide notice to the Holders (with a copy to the Paying Agent and the Trustee) of such interest rate increase. In the absence of such notice, the Paying Agent and the Trustee may conclusively and without liability assume the interest rate has not been increased.

* * *

Additional Amounts

Subject to the exceptions and limitations set forth below, additional interest will be paid on the Notes in such additional amounts as are necessary in order that the net payment of the principal of and interest on the Notes to a Holder (or the beneficial owner for whose benefit such Holder holds such Note) who is not a United States Person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(i) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(iii) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(v) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(vi) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(vii) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Note, if such payment can be made without such withholding by at least one other Paying Agent;

(viii) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(ix) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(x) in the case of any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided above, no payment will be required for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term “United States” means the United States of America, the states of the United States, and the District of Columbia, and the term “United States Person” means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the

United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

* * *

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the unpaid principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture, as modified with respect to these Notes by the Officers' Certificate. The definition of Event of Default set forth in such Officers' Certificate shall apply in lieu of the definition set forth in the Indenture.

* * *

Optional Redemption

The Company may at its option redeem this Note at the Redemption Prices set forth below; provided that the principal amount of this Note remaining outstanding after a redemption in part shall be €100,000 or an integral multiple of €1,000 in excess thereof. The Company may exercise such option by mailing or causing the Trustee to mail a notice of such redemption at least 10 but not more than 60 days prior to the Redemption Date. In the event of redemption of this Note in part only, a new Note or Notes for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. If less than all of the Securities with like tenor and terms to this Note are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by such method as the Trustee shall deem fair and appropriate. The Company shall notify the Trustee of the Redemption Price promptly after the calculation thereof, and the Trustee shall not be responsible for such calculation. Unless the Company defaults on the payment of the Redemption Price, on and after the Redemption Date interest will cease to accrue on the principal amount of this Note to be redeemed.

The Company, at its option, may redeem the Notes:

(i) Par Call: in whole or in part from time to time, on any Par Call Date (as defined below) at a Redemption Price equal to 100% of the principal amount of the Notes to

be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(ii) Make-Whole Call: in whole or in part from time to time, on any date other than a Par Call Date at a Redemption Price equal to the greater of (i) 100% of the Notes to be redeemed and (ii) as determined by an independent investment bank selected by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if the Notes matured on the next succeeding Par Call Date (excluding any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate (as defined below) plus the applicable Make-Whole Spread (as defined below), in each case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(iii) Right to Redeem upon a Tax Deductibility Event or Rating Agency Event: in whole but not in part, at any time after the occurrence of a Tax Deductibility Event or a Rating Agency Event (each as defined below) at a Redemption Price equal to either (i) 101% of the Notes to be redeemed, if the Redemption Date is prior to the first Par Call Date, or (ii) 100% of the Notes to be redeemed, if the Redemption Date is on or after the first Par Call Date, in either case plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(iv) Right to Redeem upon a Tax Withholding Event: in whole but not in part, at any time after the occurrence of a Tax Withholding Event (as defined below) at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date;

(v) Right to Redeem upon a Change of Control Triggering Event: in whole but not in part, at any time after the occurrence of a Change of Control Triggering Event (as defined below) at a Redemption Price equal to 101% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date; and

(vi) Right to Redeem upon a Substantial Repurchase Event (Clean-Up Call): in whole but not in part, at a Redemption Price equal to 100% of the Notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date, if prior to such Redemption Date the Company has repurchased or redeemed Notes equal to or in excess of 75% of the initial aggregate principal amount issued of the Notes.

The foregoing options are cumulative and the Company may elect to exercise any or all such options as are available to it at any given time, and no such option shall be deemed to be in lieu of any other.

For the avoidance of doubt, the amount of accrued and unpaid interest on the Notes included in the calculation of any applicable Redemption Price will include, if applicable, any arrears of interest and any additional interest as described elsewhere in this Note.

For purposes of this Note:

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Change of Control" means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (other than the Company or one of its Subsidiaries) becoming the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of the Company's Subsidiaries); or (c) the first day on which a majority of the members of the Board of Directors of the Company

are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (a) the Company becomes a direct or indirect wholly-owned Subsidiary of a holding company and (b)(y) immediately following such transaction, the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of the Company's Voting Stock immediately prior to such transaction or (z) immediately following such transaction no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Comparable Government Bond Rate" means the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third Business Day prior to the Redemption Date, of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company in accordance with generally accepted market practice at such time.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes matured on the Par Call Date), or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of the Board of Directors on April 16, 2026 or (b) was nominated for election, elected or appointed to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of

Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Fitch" means Fitch Ratings and its successors.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Make-Whole Spread" means 40 basis points.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Par Call Date" means (i) each and any day during the period beginning on and including April 17, 2034 (the date that is 90 days prior to the First Reset Date) and ending on and including the First Reset Date and (ii) each and any Interest Payment Date after the First Reset Date.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended) selected by the Company as a replacement Rating Agency for a former Rating Agency.

"Rating Agency Event" means as of any date, a change, clarification, or amendment in the methodology in assigning equity credit to securities such as these Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto), that then publishes a rating for the Company (together with any successor thereto, for purposes of this definition, a "rating agency"), (a) as such methodology was in effect on April 9, 2026, in the case of any rating agency that published a rating for the Company as of April 9, 2026, or (b) as such

methodology was in effect on the date such rating agency first published a rating for the Company, in the case of any rating agency that first publishes a rating for the Company after April 9, 2026 (in the case of either clause (a) or (b), the "current methodology"), that results in (i) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such rating agency would have been in effect had the current methodology not been changed or (ii) a lower equity credit (including up to a lesser amount) being assigned by such rating agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such rating agency had the current methodology not been changed.

"Rating Event" means the rating on the Company's then-existing senior unsecured notes is lowered by each of the Rating Agencies and the then-existing senior unsecured notes are assigned a rating below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating on the Company's then-existing senior unsecured notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) that commences on the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided that a Rating Event will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if each Rating Agency making the reduction in rating does not publicly announce or confirm or inform the Trustee in writing at the request of the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Tax Deductibility Event" means the Company has received an opinion of a nationally recognized accounting firm or counsel experienced in such tax matters to the effect that, as a result of (a) any amendment to, clarification of, or change (including any announced prospective change) in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under such laws or treaties, (b) any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation), (c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the theretofore generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, irrespective of the time or manner in which such amendment, clarification or change is introduced or made known, or (d) any threatened challenge asserted in writing in connection with an audit of the Company or any of the Company's Subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to such notes, which amendment, clarification, or change is effective, or which administrative action is taken or which judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known, in each case after April 9, 2026, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

"Tax Withholding Event" means that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, which

change or amendment is announced or becomes effective on or after April 9, 2026, the Company has become or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay additional amounts with respect to the Notes.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

* * *

The Company may, without the consent of the Holders, issue additional Securities having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue price and issue date and, in some cases, the first interest payment date). Any additional Securities having the same terms, together with these Notes, will constitute a single series of Notes under the Indenture; provided that, if the additional Securities are not fungible with these Notes for U.S. federal income tax purposes, the additional Securities will have different ISIN and CUSIP numbers. No such additional Securities having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue price and issue date and, in some cases, the first interest payment date) may be issued if an Event of Default has occurred with respect to these Notes.

* * *

The Indenture contains provisions for defeasance at any time of either the entire principal of the Notes or of certain covenants and Events of Default with respect to the Notes, in either case upon compliance by the Company with certain conditions set forth in the Indenture. For purposes of the defeasance and covenant defeasance provisions, German government securities shall be used instead of United States government securities in respect of payments due in euro on the Notes.

In lieu of the provisions set forth in clause (2) of the last paragraph of Section 305 of the Indenture, this Global Security is exchangeable for definitive Notes only if (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for this Global Security and the Company does not appoint a successor Depositary within 90 days after receiving that notice or

becoming aware that the Depositary is no longer so registered or (ii) the Company executes and delivers to the Trustee a Company Order that this Global Security shall be so exchangeable. In such case, this Global Security shall be exchangeable into Notes issuable only in denominations of €100,000 and integral multiples of €1,000 in excess thereof. No Notes shall be issuable in denominations of less than €100,000. If this Global Security is exchangeable pursuant to the preceding sentences, it shall be exchangeable for definitive Notes, bearing interest at the same rate, having the same date of issuance, redemption provisions, Stated Maturity and other terms in registered form and of differing denominations aggregating a like amount.

As provided in the Indenture and subject to the limitations herein and therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of €100,000 and integral multiples of €1,000 in excess thereof. No Notes will be issuable in denominations of less than €100,000. As provided in the Indenture and subject to the limitations herein and therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes and of like tenor in denominations of €100,000 and integral multiples of €1,000 in excess thereof, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the

principal of and interest on this Note at the places, at the respective times and at the rate herein prescribed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes, the Holders of not less than 25% in principal amount of the Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of the Notes at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name this Note is registered as the absolute owner of this Note at such Holder's address as it appears on the Security Register (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account hereof and for all other purposes, and neither the Company nor the Trustee nor any such agent shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, effectually satisfy and discharge liability for moneys payable on this Note.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto or any Note, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such personal liability of every such incorporator, stockholder, officer and director, as such, being expressly waived and released by acceptance hereof and as a condition of and as part of the consideration for the issuance of this Note.

Each Holder and beneficial owner of the Notes will, by accepting the Notes or a beneficial interest therein, be deemed to have agreed that the Holder or beneficial owner intends that the Notes constitute indebtedness and will treat the Notes as indebtedness for United States federal, state and local tax purposes.

The Notes will not be subject to, or entitled to the benefit of, any sinking fund.

Capitalized terms used herein which are not defined herein shall have the respective meanings assigned thereto in the Indenture.

The Indenture is, and this Note shall be, governed by and construed in accordance with the laws of the State of New York.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	--as tenants in common	UNIF TRAN MIN ACT--__CUSTODIAN__
TEN ENT	--as tenants by the entireties	(Cust) (Minor)
JT TEN	--as joint tenants with right of survivorship and not as tenants in common	Under Uniform Transfers to Minors Act __

(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert Social Security or Other identifying Number of Assignee

/____/__ PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

---

the within Note of GENERAL MILLS, INC. and does hereby irrevocably constitute and appoint ___________________________ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: ______________________ __________________________

____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

faegre drinker

faegredrinker.com

Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402
+1 612 766 7000 main
+1 612 766 1600 fax

4/16/2026

General Mills, Inc.
Number One General Mills Boulevard
Minneapolis, Minnesota 55426

Ladies and Gentlemen:

We have acted as counsel to General Mills, Inc., a Delaware corporation (the "Company"), in connection with the offer and sale by the Company of €1,000,000,000 aggregate principal amount of its 4.750% Series A fixed-to-fixed reset rate junior subordinated notes due 2056 (the "Series A Notes") and €700,000,000 aggregate principal amount of its 5.250% Series B fixed-to-fixed reset rate junior subordinated notes due 2056 (the "Series B Notes," and together with the Series A Notes, the "Notes") pursuant to the Company's Registration Statement on Form S-3 (File No. 333-283277) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and the Prospectus Supplement dated April 9, 2026 to the Prospectus dated November 15, 2024 (together, the "Prospectus") relating to the offer and sale of the Notes by the Company under the Registration Statement.

The Notes are to be issued under an indenture dated as of February 1, 1996, as amended (the "Indenture") between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association, formerly known as First Trust of Illinois, National Association), as trustee (the "Trustee") and pursuant to an Officers' Certificate and Authentication Order dated as of the date hereof, delivered by the Company to the Trustee pursuant to Sections 102 and 303 of the Indenture (the "Officers' Certificate"), and sold pursuant to the Underwriting Agreement dated April 9, 2026 (the "Underwriting Agreement") by and among the Company and the Underwriters named therein (the "Underwriters"). The Indenture, the Underwriting Agreement, the Officer's Certificate and the Notes are sometimes referred to herein collectively as the "Transaction Documents."

We have examined the Registration Statement, the Prospectus, the Transaction Documents, and such other documents, records and instruments as we have deemed necessary or appropriate for the purposes of the opinions set forth herein.

Based upon and subject to the foregoing and the qualifications set forth in Annex I attached hereto, we are of the opinion that the Notes are valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, voidable transactions, fraudulent conveyance, fraudulent transfer, reorganization, moratorium, assignment for the benefit of creditors and similar laws relating to or

affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in equity or at law).

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement filed with the Commission and the reference to our firm under the caption "Validity of the Notes" contained in the Prospectus. In giving such consent, we do not imply or admit that we are "experts" within the meaning of the Act or other rules and regulations of the Commission issued thereunder with respect to any part of the Registration Statement, including this exhibit.

Very truly yours,

/s/ Faegre Drinker Biddle & Reath LLP

FAEGRE DRINKER BIDDLE & REATH LLP

In rendering the accompanying opinion letter, we wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) We have relied, as to certain relevant facts, upon representations made by the Company in the Transaction Documents, the assumptions set forth herein, and upon certificates of, and information provided by, officers and employees of the Company reasonably believed by us to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation.

(b) Our opinion letter is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware (the "Covered Laws"), and we express no opinion as to the effect on the matters covered by our opinions of any other law. Furthermore, in rendering opinions as to the Covered Laws, we have only considered the applicability of statutes, rules, regulations and judicial decisions that a lawyer practicing in such jurisdiction (the "Opining Jurisdictions") exercising customary professional diligence would reasonably recognize as being directly applicable to the Company or the transactions contemplated by the Transaction Documents.

(c) We express no opinion as to whether, or the extent to which, the laws of any particular jurisdiction apply to the subject matter hereof, including without limitation the enforceability of the governing law provision contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

(d) We have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each Transaction Document has been duly authorized, executed and delivered by each party thereto (other than the Company); (iii) each party (other than the Company) having rights under any of the Transaction Documents has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against it and the other parties; (iv) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document, including electronic signatures, are genuine; (v) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (vi) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the Opining Jurisdictions; (vii) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has

established, its unconstitutionality or invalidity; (viii) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of any of the Transaction Documents; and (ix) the conduct of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability.

(e) We express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury or fraudulent transfer, voidable transactions or fraudulent conveyance "savings" provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction), any provision restricting access to courts (including without limitation agreements to arbitrate disputes), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any provisions relating to evidentiary standards, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; (iii) any provision waiving or otherwise modifying legal, statutory or equitable defenses or other procedural, judicial or substantive rights; (iv) any provision that authorizes one party to act as attorney-in-fact for another party; or (v) any provision that provides for set-off or similar rights.

(f) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, we do not undertake to advise you with respect to any other matter or of any change in such laws, or in the interpretation thereof, or of any change in such facts which may occur after the date hereof.

(g) Without limiting any other qualifications set forth herein, the opinions expressed in the accompanying opinion letter are subject to the effect of generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of or contribution to a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct or to the extent such provisions are contrary to public policy; (iv) limit the enforcement of provisions of a contract that purport to require the waiver of the obligation of good faith, fair dealing, diligence and reasonableness; (v) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (vi) govern and afford judicial discretion regarding determination of damages and entitlement to attorneys' fees and other costs; (vii) may permit a party who has materially failed to render or offer performance required by a contract to cure that failure unless either permitting a cure would unreasonably hinder the

aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (viii) may limit the enforceability of provisions imposing premiums or liquidated damages to the extent such provisions constitute, or are deemed to constitute, a penalty or forfeiture and provisions imposing increased interest rates upon default, or providing for the compounding of interest or the payment of interest on interest; (ix) may limit the amount payable under the Notes upon an acceleration to the extent that a portion of the amount so payable is considered by a court to be unearned interest; (x) may require mitigation of damages; (xi) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation); (xii) may require that a claim with respect to any debt securities that are payable other than in U.S. dollars (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law; and (xiii) may limit, delay or prohibit the making of payments outside the United States.

(h) The opinions expressed herein do not address any of the following legal issues: (i) state securities and Blue Sky laws and regulations; (ii) state tax laws and regulations; (iii) the statutes and ordinances, administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level) and judicial decisions to the extent that they deal with the foregoing; (iv) voidable transactions, fraudulent transfer and fraudulent conveyance laws; and (v) compliance with fiduciary duty and conflict-of-interest requirements.

Annex I

McDermott Will & Schulte

April 16, 2026

General Mills, Inc.
Number One General Mills Blvd.
Golden Valley, MN 55426

Re: General Mills, Inc.
Offering of Fixed-to-Fixed Reset Rate Junior Subordinated Notes

Ladies and Gentlemen:

We have acted as special tax counsel to General Mills, Inc., a Delaware corporation (the "Company"), in connection with the Underwriting Agreement, dated April 9, 2026 (the "Underwriting Agreement"), among the underwriters named in Schedule II thereto (the "Underwriters") and the Company, relating to the sale by the Company to the Underwriters of €1,000,000,000 aggregate principal amount of the Company's 4.750% Series A Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (the "Series A Notes") and €700,000,000 aggregate principal amount of the Company's 5.250% Series B Fixed-to-Fixed Reset Rate Junior Subordinated Notes due 2056 (the "Series B Notes" and, together with the Series A Notes, the "Notes") to be issued under the Indenture, dated as of February 1, 1996, as amended (the "Indenture") between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association, formerly known as First Trust of Illinois, National Association), as trustee (the "Trustee") and pursuant to the Officers' Certificate and Authentication Order, dated as of April 16, 2026, delivered by the Company to the Trustee pursuant to Sections 102 and 303 of the Indenture (the "Officers' Certificate").

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the registration statement on Form S-3 (File No. 333-283277) of the Company relating to the debt securities of the Company filed with the Securities and Exchange Commission (the "Commission") on November 15, 2024, under the Securities Act of 1933, as amended (the "Securities Act") allowing for delayed offerings pursuant to Rule 415 of the General Rules and Regulations under the Securities Act (the "Rules and Regulations"), including information deemed to be a part of the registration statement pursuant to Rule 430B of the Rules and Regulations (such registration statement being hereinafter referred to as the "Registration Statement");

(b) the prospectus, dated November 15, 2024, which forms a part of and is included in the Registration Statement;

(c) the preliminary prospectus supplement, dated April 8, 2026, relating to the offering of the Notes in the form filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations;

(d) the prospectus supplement, dated April 9, 2026 (the "Prospectus Supplement") relating to the offering of the Notes in the form filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations;

(e) the pricing term sheet, dated April 9, 2026, relating to the offering of the Notes and attached as Exhibit A to Schedule III of the Underwriting Agreement;

(f) an executed copy of the Underwriting Agreement;

(g) the Indenture;

(h) an executed copy of the Officers' Certificate; and

(i) such other documents as we have deemed necessary or appropriate for purposes of this opinion.

The documents listed in (a) through (i) above are collectively referred to herein as the "Documents."

In our examination of the Documents, we have assumed that (i) all of the Documents reviewed by us are original documents, or true and accurate copies of original documents, and that there will be due execution and delivery of any Document where due execution or delivery is a prerequisite to the effectiveness thereof, (ii) all representations and statements set forth in such Documents are true and correct and (iii) all obligations imposed by any such Documents on the parties thereto have been or will be performed or satisfied in accordance with their terms.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein and in the Prospectus Supplement, the statements in the Prospectus Supplement under the heading "Material United States Federal Income and Estate Tax Considerations," insofar as such statements purport to describe matters of United States federal income and estate tax law and regulations or legal conclusions with respect thereto, represent our opinion and are accurate in all material respects.

Our opinion expresses our views as to only the specific U.S. federal income and estate tax issues addressed above, and no opinion is expressed as to any tax consequences under non-U.S., state or local tax laws or under U.S. federal tax laws other than those pertaining to income and estate taxes. Our opinion is based on the U.S. federal income and estate tax laws in effect as of the date hereof, and we can give no assurance that legislative enactments, administrative changes or court decisions may not be

forthcoming that would modify or supersede our opinion, possibly with retroactive effect. Our opinion is not binding on the Internal Revenue Service or any court of law, and there is no assurance that the Internal Revenue Service will not successfully assert a contrary position.

Further, the opinion set forth herein represents our conclusion based upon the Documents, our understanding of the facts and the accuracy of the assumptions set forth above. Any material amendments to the Documents, changes in any significant facts or inaccuracy of any assumptions or representations could affect the opinion set forth herein. Although we have made such inquiries and performed such investigations as we have deemed necessary in rendering our opinion, we have not undertaken an independent investigation of all of the facts referred to in this letter. Accordingly, our opinion does not take into account any matters not set forth herein that might have been disclosed by independent verification. In the course of preparing our opinion, nothing has come to our attention that would lead us to believe that any fact, representation or other information on which we have relied in rendering our opinion is incorrect.

The opinion set forth above: (i) is limited to those matters expressly covered and no opinion is to be implied in respect of any other matter; (ii) is as of the date hereof; and (iii) is rendered by us solely for your benefit and may not be relied upon by any person or entity other than you without our express, written consent, except that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law. We undertake no obligation to update the opinion expressed herein in the event that there is a change in the legal authorities, facts or documents upon which the opinion is based or an inaccuracy in any of the representations upon which we have relied in rendering the opinion set forth herein.

We hereby consent to the filing of this opinion of counsel as Exhibit 8.1 to the Company’s Current Report on Form 8-K to be filed with the Commission in connection with the issuance and sale of the Notes, and to the reference to us under the heading “Material United States Federal Income and Estate Tax Considerations” in the Prospectus Supplement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ McDermott Will & Schulte LLP