

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

This pricing supplement, together with the short form base shelf prospectus to which it relates dated December 12, 2018 as amended or supplemented (the "Prospectus"), and each document deemed to be incorporated by reference into the Prospectus, constitutes a public offering of these securities pursuant to the Prospectus only in the jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

The medium term notes to be issued hereunder have not been, and will not be, registered under the United States Securities Act of 1933, as amended, (the "U.S. Securities Act") or any state securities laws and will not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an applicable exemption from registration under the U.S. Securities Act.

**PRICING SUPPLEMENT NO. 1 DATED NOVEMBER 12, 2019
(to short form base shelf prospectus dated December 12, 2018)**



**SAPUTO INC.
Medium Term Notes, Series 6, due 2024
(unsecured)**

To be unconditionally guaranteed as to principal, interest and premium, if any, by each of the Guarantors

Issuer:	Saputo Inc.
Guarantors	Saputo Foods Limited Saputo Dairy Products Canada G.P. Saputo U.S., L.P. Saputo Cheese USA Inc. Saputo Dairy Foods USA, LLC Saputo Dairy Australia Pty Ltd Dairy Crest Group Limited Dairy Crest Limited MH Foods Limited Saputo Dairy UK Ltd
Designation:	2.876% Unsecured Medium Term Notes, Series 6, due 2024 (the "Series 6 Notes" and individually, a "Series 6 Note").
Principal Amount:	\$400,000,000
Interest Rate:	2.876% per annum
Issue Price:	\$1,000 per \$1,000 principal amount
Yield to Maturity:	2.876%
Settlement Date (Original Issue Date):	November 19, 2019
Maturity Date:	November 19, 2024
Interest Payment Dates:	Payable in equal semi-annual instalments in arrears on May 19 and November 19 of each year, commencing on May 19, 2020 until maturity.
Record Date(s):	The tenth business day prior to the applicable Interest Payment Date.
Payment Currency of Principal, Interest and Premium (if any):	Canadian dollars

Day Count Convention:	Actual/365 for any period less than six months.
Form of Series 6 Note:	Fully registered global note, in book-entry only form, registered in the name of CDS & Co.
Net Proceeds to the Issuer:	\$398,600,000
ISIN No. / CUSIP No:	CA80310ZAF68 / 80310ZAF6
Participating Investment Dealers:	National Bank Financial Inc. BMO Nesbitt Burns Inc. CIBC World Markets Inc. Desjardins Securities Inc. RBC Dominion Securities Inc. Scotia Capital Inc. TD Securities Inc. Merrill Lynch Canada Inc. MUFG Securities (Canada), Ltd. Rabo Securities Canada, Inc.
Dealer Commission:	0.35%
Method of Distribution:	Agency
Credit Ratings:	The Series 6 Notes have been assigned a rating of BBB (high) with a Stable Trend by DBRS Limited ("DBRS") and a rating of Baa1 with a Stable Outlook by Moody's Canada Inc. ("Moody's"). See "Credit Ratings" below.
Redemption:	<p>The Issuer may redeem the Series 6 Notes, at any time and from time to time, (a) prior to October 19, 2024 on payment of a redemption price equal to the greater of (i) the Canada Yield Price and (ii) par; and (b) on or after October 19, 2024, on payment of a redemption price equal to par, together, in each case, with accrued and unpaid interest, if any, up to the date fixed for redemption.</p> <p>The above redemptions are at the option of the Issuer, may be in whole or in part, on not fewer than 30 nor more than 60 days' prior notice to the holders of the Series 6 Notes to be redeemed. Where less than all of the Series 6 Notes are to be redeemed, the applicable Series 6 Notes to be so redeemed shall be redeemed in accordance with the Trust Indenture.</p> <p>Any optional redemption is subject to the condition that immediately before and after giving effect to such redemption, no Event of Default or event that with the passing of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing.</p>
Repurchase Upon Change of Control Triggering Event:	The Series 6 Notes are also subject to repurchase at the option of the holders of Series 6 Notes upon the occurrence of a "Change of Control Triggering Event". See "Repurchase Upon Change of Control Triggering Event" below.
Capitalized Terms:	Capitalized terms used in this Pricing Supplement and not defined herein have the meaning given to such terms in the Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

This Pricing Supplement and the following documents which have been filed by the Issuer with the various securities commissions in each of the provinces of Canada are specifically incorporated by reference in and form an integral part of the Prospectus as amended or supplemented:

- (a) the annual information form of the Issuer dated June 6, 2019;
- (b) the Issuer's audited consolidated annual financial statements, as at and for the years ended March 31, 2019 and March 31, 2018, together with the notes thereto and the independent auditor's report thereon;
- (c) the Issuer's unaudited consolidated summary of financial information, as at and for the years ended March 31, 2019 and March 31, 2018, filed on SEDAR under the document type "Other";
- (d) the management's discussion and analysis of the Issuer for the year ended March 31, 2019;
- (e) the management information circular of the Issuer dated June 6, 2019 for the annual meeting of shareholders held on August 8, 2019;
- (f) the Issuer's business acquisition report (the "BAR") dated June 14, 2019 and filed on September 4, 2019 relating to the acquisition of Dairy Crest Group plc (the "DC Acquisition") by the Issuer, completed on April 15, 2019;
- (g) the Issuer's condensed interim consolidated financial statements (unaudited), as at September 30, 2019 and for the three-month and six-month periods ended September 30, 2019 and September 30, 2018, together with the notes thereto;
- (h) the Issuer's unaudited consolidated summary of financial information, as at and for the periods ended September 30, 2019 and September 30, 2018, filed on SEDAR under the document type "Other";
- (i) the management's discussion and analysis of the Issuer for the three-month and six-month periods ended September 30, 2019 and September 30, 2018;
- (j) the template indicative term sheet dated November 12, 2019 (the "Indicative Term Sheet") prepared for potential investors in connection with this offering of Series 6 Notes; and
- (k) the Final Term Sheet (as defined below).

The Indicative Term Sheet is not a part of this Pricing Supplement to the extent that the content of the Indicative Term Sheet has been modified or superseded by a statement contained in this Pricing Supplement. Any statement contained in the Indicative Term Sheet is modified or superseded to the extent that a statement contained in the Final Term Sheet modifies or supersedes that statement.

The Indicative Term Sheet did not include a number of terms of this offering of Series 6 Notes. The terms of this offering of Series 6 Notes have been confirmed to reflect an aggregate principal amount of \$400 million, an interest rate of 2.876% per annum, a yield to maturity of 2.876% and the definition of "Canada Yield Price", all as reflected in this Pricing Supplement. Pursuant to subsection 9A.3(7) of National Instrument 44-102 – *Shelf Distributions*, the Issuer has prepared a template final term sheet dated November 12, 2019 (the "Final Term Sheet") to reflect the modifications discussed above, a blackline of which has been prepared. A copy of the Final Term Sheet and associated blackline can be viewed under the Issuer's profile on www.sedar.com.

CONSOLIDATED SUMMARY FINANCIAL INFORMATION

The Series 6 Notes will be solidarily (jointly and severally) and unconditionally guaranteed, on a senior unsecured basis, as to the payment of principal, interest and Premium, if any, and certain other amounts specified in the Trust Indenture, by the Guarantors, the combined unconsolidated EBITDA of which (when aggregated with the unconsolidated EBITDA of the Issuer) represented at the periods indicated below at least the EBITDA Threshold, which is, as of the date hereof, 80% of the Consolidated EBITDA.

The following tables set forth selected summary financial information for the Issuer and its Subsidiaries as at and for the periods indicated below.

As at and for the twelve months ended March 31, 2019 and 2018 ⁽¹⁾⁽⁶⁾

(in millions of CDN dollars)	Issuer ⁽²⁾		Guarantors ⁽³⁾		Subsidiaries of the Issuer other than the Guarantors ⁽⁴⁾		Consolidating Adjustments ⁽⁵⁾		Consolidated	
	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018
Revenues	97.0	95.4	11,967.5	10,225.7	1,545.4	1,340.1	(108.0)	(118.7)	13,501.9	11,542.5
Earnings before interest, income taxes, depreciation, amortization, gain on disposal of assets, acquisition and restructuring costs, and gain on hyperinflation ⁽⁷⁾	(24.3)	(11.2)	1,027.7	1,132.0	217.9	143.7	-	0.2	1,221.3	1,264.7
Net earnings	755.3	852.5	712.3	846.1	125.0	54.2	(837.3)	(900.3)	755.3	852.5
Current assets	9.4	52.7	2,845.2	1,989.9	705.5	691.4	(426.3)	(311.6)	3,133.8	2,422.4
Non-current assets	9,690.2	8,314.7	15,505.5	13,458.9	4,607.7	4,162.7	(23,051.6)	(20,355.7)	6,751.8	5,580.6
Current liabilities	361.5	41.8	1,843.5	1,319.0	384.3	371.0	(656.8)	(439.0)	1,932.5	1,292.8
Non-current liabilities	1,372.3	2,032.6	5,436.7	3,916.1	1,286.3	1,023.0	(5,562.7)	(5,059.2)	2,532.6	1,912.5

As at and for the six months ended September 30, 2019 and 2018 ⁽¹⁾⁽⁸⁾

(in millions of CDN dollars)	Issuer ⁽²⁾		Guarantors ⁽³⁾		Subsidiaries of the Issuer other than the Guarantors ⁽⁴⁾		Consolidating Adjustments ⁽⁵⁾		Consolidated	
	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018
Revenues	53.6	48.0	6,644.8	5,276.4	694.2	1,445.1	(58.6)	(81.3)	7,334.0	6,688.2
Earnings before interest, income taxes, depreciation, amortization, inventory revaluation resulting from a business acquisition, acquisition and restructuring costs, and gain on hyperinflation ⁽⁷⁾	(12.5)	(12.8)	649.2	510.7	115.7	127.1	-	-	752.4	625.0
Net earnings	296.3	289.1	226.7	294.0	97.1	15.3	(323.8)	(309.3)	296.3	289.1
Current assets	19.6	9.0	3,231.9	2,137.7	832.1	1,239.0	(546.9)	(378.2)	3,536.7	3,007.5
Non-current assets	10,391.0	8,956.8	23,372.7	13,657.6	5,532.9	5,369.0	(30,283.5)	(21,652.4)	9,013.1	6,331.0
Current liabilities	363.2	56.7	2,196.6	1,371.4	328.4	619.1	(764.0)	(502.3)	2,124.2	1,544.9
Non-current liabilities	1,472.6	1,846.2	8,827.5	4,741.7	1,464.9	1,577.8	(7,400.5)	(5,242.6)	4,364.5	2,923.1

Notes:

- (1) The information in this table has been prepared in accordance with securities regulatory requirements and has not been audited or the subject of a review by the Issuer's auditor.
- (2) This column accounts for investments in all Subsidiaries of the Issuer under the equity method.
- (3) This column accounts for investments in Subsidiaries of the Guarantors under the equity method.
- (4) This column accounts for investments in Subsidiaries of the Issuer, other than the Guarantors, under the equity method.
- (5) This column includes the necessary amounts to eliminate the intercompany balances between the Issuer, the Guarantors and other Subsidiaries to arrive at the information for the Issuer on a consolidated basis.
- (6) This table takes into account the addition of Saputo Dairy Australia Pty Ltd as a guarantor under the Trust Indenture on February 21, 2019.
- (7) Represents EBITDA for purposes of the calculation of the EBITDA Threshold.
- (8) This table takes into account the addition of each of Dairy Crest Group Limited, Dairy Crest Limited and MH Foods Limited as a guarantor under the Trust Indenture on June 14, 2019 and the addition of Saputo Dairy UK Ltd as a guarantor under the Trust Indenture as of November 12, 2019.

CREDIT RATINGS

DBRS and Moody's provide credit ratings of debt securities for commercial entities. Credit ratings are intended to provide investors with an independent measure of credit quality of an issue of securities. The following information relating to credit ratings is based on information made available to the public by the rating agencies.

DBRS has 10 long-term debt rating categories ranging from AAA to D and uses the designation "(high)" and "(low)" in all rating categories other than AAA and D to show the relative standing of a rating within a category. The absence of either a "(high)" or "(low)" designation indicates the rating is in the middle of the category. The BBB (high) credit rating assigned to the Series 6 Notes by DBRS indicates that the Series 6 Notes rank in the fourth highest of DBRS's ten rating categories. Debt instruments which are rated in the BBB category by DBRS are considered to be of adequate credit quality and the capacity for the payment of financial obligations is considered acceptable. In addition, debt instruments in the BBB rating category may be vulnerable to future events.

DBRS uses "rating trends" for its ratings in the corporate sector. Rating trends provide guidance in respect of DBRS's opinion regarding the outlook for the rating in question, with rating trends falling into one of three categories – "Positive", "Stable" or "Negative". The rating trend indicates the direction in which DBRS considers the rating is headed should present tendencies continue, or in some cases, unless challenges are addressed. In general, the DBRS view is based primarily on an evaluation of the debt instruments, but may also include consideration of the outlook for the industry or industries in which the issuing entity operates. A Positive or Negative Trend is not an indication that a rating change is imminent. Rather, a Positive or Negative Trend represents an indication that there is a greater likelihood that the rating could change in the future than would be the case if a Stable Trend was assigned to the debt instruments. DBRS assigns a rating trend for each security of an issuing entity and it is not unusual for securities of the same entity to have different trends. DBRS has assigned a Stable rating trend to the rating for the Series 6 Notes.

Moody's has nine long-term debt rating categories, ranging from Aaa to C and applies numerical modifiers 1, 2 and 3 to each rating classification from Aa to Caa. The modifier 1 indicates that the issue ranks in the higher end of its generic rating category, the modifier 2 indicates a mid range ranking and the modifier 3 indicates that the issue ranks in the lower end of its generic rating category. The Baa1 rating assigned to the Series 6 Notes by Moody's indicates that the Series 6 Notes rank in the fourth highest of Moody's nine rating categories. Long term debt securities which are rated Baa by Moody's are considered medium-grade and as such may possess speculative characteristics. Moody's uses "rating outlooks" to provide its opinion regarding the likely direction of a rating over the medium term. The assignment of, or a change in, an outlook is not a credit rating action if there is no change to the credit rating. Where assigned, rating outlooks fall into the following four categories: "Positive (POS)", "Negative (NEG)", "Stable (STA)" and "Developing (DEV - contingent upon an event)". Moody's has assigned a Stable rating outlook.

The credit ratings assigned by DBRS and Moody's are not recommendations to purchase, hold or sell the Series 6 Notes and may be subject to revision or withdrawal at any time by the respective rating organization. Such ratings do not comment as to market price or suitability for a particular investor. There is no assurance that these ratings will remain in effect for any given period of time or that the ratings will not be revised or withdrawn entirely in the future by the respective rating organizations if in their judgment circumstances so warrant. The credit ratings assigned by DBRS and Moody's may not reflect the potential impact of all risks related to structure and other factors on the value of the Series 6 Notes. In addition, real or anticipated changes in the credit ratings assigned to the Series 6 Notes will generally affect the market value of the Series 6 Notes.

REPURCHASE UPON CHANGE OF CONTROL TRIGGERING EVENT

The following description is qualified in its entirety by the terms of the sixth supplemental indenture to be entered into on or about November 19, 2019 between the Trustee and the Issuer, supplementing the terms of the Trust Indenture in respect of the Series 6 Notes (the "Sixth Supplemental Indenture").

If a Change of Control Triggering Event occurs, unless the Issuer has exercised its optional right to redeem (as summarized above next to the caption "Redemption") or purchase for cancellation all of the Series 6 Notes (except to the extent that there is a default in the payment of the applicable redemption price or purchase price), the Issuer will

be required to make an offer to repurchase all or, at the option of any holder of Series 6 Notes, any part (equal to \$1,000 or an integral multiple thereof) of such holder's Series 6 Notes (the "Change of Control Offer"), at a purchase price payable in cash equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any, to the Change of Control Payment Date (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, the Issuer will be required to give written notice to holders of Series 6 Notes describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Series 6 Notes on the date (the "Change of Control Payment Date") specified in the notice, which Change of Control Payment Date will be no earlier than 30 days and no later than 60 days from the date such notice is given. The Issuer (or, as applicable, the Third Party making an offer as described below) must comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the Series 6 Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such applicable securities laws and regulations conflict with the provisions described in this Pricing Supplement relating to a Change of Control, the Issuer (or, as applicable, the Third Party) will be required to comply with such laws and regulations and will not be deemed to have breached its obligations to repurchase the Series 6 Notes by virtue of such conflict.

The Issuer will not be required to make a Change of Control Offer if, in connection with or in contemplation of any Change of Control Triggering Event, it has made an offer to purchase (an "Alternate Offer") any and all Series 6 Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Series 6 Notes properly tendered in accordance with the terms and conditions of such Alternate Offer.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a Third Party makes such an offer substantially in the manner, at the times and in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) (a "Third Party Offer") and such Third Party purchases all Series 6 Notes properly tendered and not withdrawn under its offer. See "Risk Factors – Repurchase Upon Change of Control Triggering Event" below.

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding Series 6 Notes accept a Change of Control Offer, an Alternate Offer or a Third Party Offer, and the Issuer or a Third Party, as the case may be, purchases all of the Series 6 Notes held by such holders, the Issuer or such Third Party, as the case may be, will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to a Change of Control Offer, an Alternate Offer or a Third Party Offer, to redeem all of the Series 6 Notes that remain outstanding following such purchase at a redemption price per Series 6 Note equal to the amount paid to purchase a Series 6 Note pursuant to the Change of Control Offer, the Alternate Offer or the Third Party Offer, as the case may be, plus accrued and unpaid interest, if any, on such Series 6 Notes that remain outstanding, to the applicable redemption date (subject to the right of holders on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

DEFINITIONS

"Alternate Offer" has the meaning given to such term under "Repurchase Upon Change of Control Triggering Event";

"Canada Yield Price" means a price equal to the price of the Series 6 Notes calculated to provide a yield from the date fixed for redemption to October 19, 2024 compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield calculated at 10:00 am (Montreal time) on the business day preceding the day on which the Issuer gives notice of redemption pursuant to the Trust Indenture, plus 0.32%;

"Change of Control" means the occurrence of any one of the following: (a) the direct or indirect sale, transfer, conveyance, lease or other disposition (other than by way of consolidation, amalgamation or merger), in one or a series of related transactions, of all or substantially all of the Property of the Issuer and the Subsidiaries, taken as a whole, to any Person or group of Persons acting jointly or in concert for purposes of such transaction (other than to the Issuer, the Subsidiaries and one or more members of the Saputo Family); or (b) the consummation of any

transaction including, without limitation, any consolidation, amalgamation, merger, arrangement or issue of voting securities the result of which is that any Person or group of Persons acting jointly or in concert for purposes of such transaction (other than the Issuer, the Subsidiaries and one or more members of the Saputo Family) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of the Issuer or of any such consolidated, amalgamated, merged or other continuing entity, measured by voting power rather than number of securities (but shall not include the creation of a holding company or similar transaction that does not involve a change in the beneficial ownership of the Issuer);

"Change of Control Offer" has the meaning given to such term under "Repurchase Upon Change of Control Triggering Event";

"Change of Control Payment" has the meaning given to such term under "Repurchase Upon Change of Control Triggering Event";

"Change of Control Payment Date" has the meaning given to such term under "Repurchase Upon Change of Control Triggering Event";

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

"Designated Rating Organization" has the meaning given to such term under NI 44-101;

"GAAP" means generally accepted accounting principles in Canada as in effect from time to time and consistently applied, as adopted by the Accounting Standards Board (or any successor entity) and released in Part I of the Handbook of the Chartered Professional Accountants of Canada - Accounting, which incorporates International Financial Reporting Standards as issued by the International Accounting Standards Board (or any successor entity);

"Government of Canada Yield" means, on any date, the yield from the date fixed for redemption to October 19, 2024, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to, or if no Government of Canada bond having an equal term to maturity exists, as close as possible to, the remaining term to October 19, 2024, such yield being the average of the yields provided by two Canadian investment dealers specified by the Issuer;

"Investment Grade Rating" means a rating equal to, or higher than, BBB (low) (or the equivalent of any successor rating category of DBRS) by DBRS, Baa3 (or the equivalent of any successor rating category of Moody's) by Moody's, or the equivalent investment grade credit rating from any other Specified Rating Agency;

"NI 44-101" means National Instrument 44-101 – *Short Form Prospectus Distributions*, as amended or replaced from time to time;

"Rating Event" means the rating on the Series 6 Notes is lowered to below an Investment Grade Rating by each of the Specified Rating Agencies, if there are less than three Specified Rating Agencies, or by two out of three of the Specified Rating Agencies, if there are three Specified Rating Agencies (the "Required Threshold"), on any day within the 60-day period (which 60-day period will be extended so long as the rating of the Series 6 Notes is under publicly announced consideration for a possible downgrade by the Specified Rating Agencies which, together with the Specified Rating Agencies which have already lowered their ratings on the Series 6 Notes as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or of the Issuer's intention or agreement to effect a Change of Control;

"Saputo Family" means Mr. Emanuele (Lino) Saputo, his common-law partner (within the meaning of the Tax Act), their children and their respective common-law partners, Mr. Emanuele (Lino) Saputo's brothers and sisters and their respective common-law partners and their children, as well as any successor thereof and any Person controlled by one

or more members of the Saputo Family under this definition provided that such successor or Person has agreed to exercise its voting rights attached to any shares of the Issuer in accordance with the instructions of another Person (other than another successor) who is a member of the Saputo Family under this definition;

"Specified Rating Agencies" means each of DBRS and Moody's and, if a rating of the Series 6 Notes is obtained from a Designated Rating Organization selected by the Issuer, shall also include such Designated Rating Organization, as long as, in each case, such entity has not ceased to rate the Series 6 Notes or failed to make a rating of the Series 6 Notes publicly available for reasons outside of the Issuer's control; provided that if any one or more of DBRS, Moody's or such other Designated Rating Organization, as applicable, ceases to rate the Series 6 Notes or fails to make a rating of the Series 6 Notes publicly available for reasons outside of the Issuer's control, the Issuer may select any other Designated Rating Organization, acceptable to the Trustee, acting reasonably, as a replacement agency; and

"Third Party Offer" has the meaning given to such term under "Repurchase Upon Change of Control Triggering Event".

USE OF PROCEEDS

The net proceeds of this offering will be used by the Issuer for the repayment of the \$300 million aggregate principal amount of Series 1 medium term notes due November 26, 2019, and the remainder of the net proceeds will be used by the Issuer for the repayment of a portion of the 2017 Term Facility, which has been incurred to finance the MG Acquisition, or for general corporate purposes.

EARNINGS COVERAGE RATIOS

The following earnings coverage ratios are calculated for the 12-month periods ended March 31, 2019 and September 30, 2019, after giving effect to the issuance of the \$400 million aggregate principal amount of Series 6 Notes pursuant to this supplement and the expected application of the net proceeds as described under "Use of Proceeds". Such earnings coverage ratios have been adjusted to give effect to the issuance or repayment of financial liabilities of the Issuer, as defined in accordance with GAAP, since the beginning of the relevant period (collectively, with the issuance of the \$400 million aggregate principal amount of Series 6 Notes and the expected application of the net proceeds as described under "Use of Proceeds", the "**Adjustments**"). A third earnings coverage ratio has been included that gives pro forma effect to the DC Acquisition on the same basis as in the Issuer's unaudited pro forma consolidated financial statements for the year ended March 31, 2019 included in the BAR.

*Giving pro forma effect
to the DC Acquisition⁽²⁾*

	<u>March 31, 2019</u>	<u>March 31, 2019</u>	<u>September 30, 2019⁽³⁾</u>
Earnings coverage ratio ⁽¹⁾	8.86 times	9.32 times	9.73 times

(1) The earnings coverage ratio is equal to net earnings (before interest on long-term debt and other financial charges and income taxes) for the applicable period divided by interest on long-term debt and other financial charges for the applicable period.

(2) The earnings coverage ratio for the applicable period was calculated using the Issuer's financial results prepared in accordance with GAAP and, with respect to the earnings coverage ratio giving pro forma effect to the DC Acquisition, the Issuer's unaudited pro forma financial statements giving effect to the DC Acquisition included in the BAR.

(3) The 12-month period ended September 30, 2019 used in the earnings coverage ratio calculation was calculated using the Issuer's financial results for the six-month period ended September 30, 2019, which were added to the financial results for the year ended March 31, 2019, and subtracting the financial results for the six-month period ended September 30, 2018.

The Issuer's interest on long-term debt and other financial charges amounted to \$84.3 million for the 12-month period ended March 31, 2019, and \$115.2 million for the 12-month period ended September 30, 2019. After giving effect to

the Adjustments, the Issuer's interest on long-term debt and other financial charges amounted to \$114.9 million for the 12-month period ended March 31, 2019, and \$115.6 million for the 12-month period ended September 30, 2019.

The Issuer's net earnings before interest on long-term debt and other financial charges and income taxes for the 12-month period ended March 31, 2019 and the 12-month period ended September 30, 2019 were \$1.070 billion and \$1.126 billion, respectively, which is 12.69 times and 9.77 times the Issuer's interest on long-term debt and other financial charges for such periods. After giving effect to the Adjustments, the Issuer's net earnings before interest on long-term debt and other financial charges and income taxes for the 12-month period ended March 31, 2019 and the 12-month period ended September 30, 2019 were \$1.070 billion and \$1.126 billion, respectively, which is 9.32 times and 9.73 times the Issuer's interest on long-term debt and other financial charges for such periods.

The Issuer's pro forma interest on long-term debt and other financial charges, after giving effect to the Adjustments and the DC Acquisition, amounted to \$120.4 million for the 12-month period ended March 31, 2019. The Issuer's pro forma net earnings before interest on long-term debt and other financial charges and income taxes for the 12-month period ended March 31, 2019 were \$1.067 billion, which is 8.86 times the Issuer's interest on long-term debt and other financial charges for such period after giving effect to Adjustments and the DC Acquisition.

RISK FACTORS

In addition to the risks identified or incorporated by reference in the Prospectus, an investment in the Series 6 Notes is subject to the following additional risk:

Repurchase Upon Change of Control Triggering Event

In the event that the Issuer is required to repurchase the Series 6 Notes upon the occurrence of a Change of Control Triggering Event, it may not have sufficient funds to repurchase the Series 6 Notes in cash at such time. In addition, the Issuer's ability to repurchase the Series 6 Notes for cash may be limited by applicable law or contract. If the Issuer is unable to repurchase the Series 6 Notes upon the occurrence of a Change of Control Triggering Event, the Issuer may be in default of its obligations under the Sixth Supplemental Indenture and cross-default provisions in the Issuer's other debt instruments may be triggered resulting in events of default thereunder. In addition, the definition of Change of Control in the Sixth Supplemental Indenture includes a phrase relating to the "sale, transfer, conveyance, lease or other disposition (other than by way of consolidation, amalgamation or merger), in one or a series of related transactions, of all or substantially all of the Property of the Issuer and the Subsidiaries, taken as a whole". There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of Series 6 Notes to require the Issuer to repurchase its Series 6 Notes as a result of a sale of less than all of the property and assets of the Issuer and the Subsidiaries, taken as a whole, to another person may be uncertain.

AGENTS FOR SERVICE OF PROCESS IN CANADA

Each of Saputo Dairy Australia Pty Ltd, Dairy Crest Group Limited, Dairy Crest Limited, MH Foods Limited and Saputo Dairy UK Ltd is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction and Paul Moloney, Richard Wallace, Roger James Robotham, Thomas Alexander Atherton and Isobel Jean Hinton who are signatories to the certificate of the Guarantors reside outside of Canada. Each of them has appointed the Issuer at 6869 Métropolitain Boulevard East, Montréal, Québec H1P 1X8 as its agent for service of process. Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any such person or company that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada, even if the party has appointed an agent for service of process.

CERTIFICATE OF ADDITIONAL GUARANTORS

Dated: November 12, 2019

The Prospectus, together with the documents incorporated in the Prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus and this supplement, and will, as of the date of the last supplement to the Prospectus relating to the securities offered by the Prospectus and the supplement(s), constitute full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus and the supplement(s) as required by the securities legislation of each of the provinces of Canada.

SAPUTO DAIRY AUSTRALIA PTY LTD

(Signed) Paul Moloney
Secretary and Public Officer

On behalf of the Board of Directors

(Signed) Maxime Therrien
Director

(Signed) Richard Wallace
Director

**DAIRY CREST GROUP LIMITED
DAIRY CREST LIMITED**

(Signed) Roger James Robotham
Secretary

On behalf of the Board of Directors

(Signed) Maxime Therrien
Director

(Signed) Thomas Alexander Atherton
Director

MH FOODS LIMITED

(Signed) Isobel Jean Hinton
Secretary

On behalf of the Board of Directors

(Signed) Maxime Therrien
Director

(Signed) Thomas Alexander Atherton
Director

SAPUTO DAIRY UK LTD

(Signed) Maxime Therrien
Director

On behalf of the Board of Directors

(Signed) Maxime Therrien
Director