

## TRADEMARK ASSIGNMENT COVER SHEET

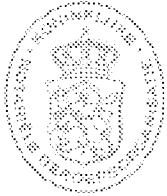
Electronic Version v1.1  
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ETAS ID: TM298444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Provimi Holding B.V.		02/01/2014	private limited liability company under Dutch Law:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cargill The Netherlands Holding B.V.		
<b>Street Address:</b>	Evert van de Beekstratt 378		
<b>City:</b>	1118 CZ Schiphol		
<b>State/Country:</b>	NETHERLANDS		
<b>Entity Type:</b>	private limited liability company under Dutch Law: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3319504	PROVIMI	
<b>Serial Number:</b>	86038781	FORTISSA	
<b>Serial Number:</b>	86105187	NURTURE	
<b>Serial Number:</b>	86105186		
<b>Serial Number:</b>	86083987	PROHACID	
<b>Serial Number:</b>	86085471	PROVIMI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	trademark_docketing@cargill.com		
<b>Correspondent Name:</b>	Erica Schmidt		
<b>Address Line 1:</b>	15407 McGinty Road West		
<b>Address Line 2:</b>	MS24		
<b>Address Line 4:</b>	Wayzata, MINNESOTA 55391		
<b>ATTORNEY DOCKET NUMBER:</b>	PHBV TO CNBV NAME CHANGE		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Carrie Johnson, Cargill Law		
<b>Address Line 1:</b>	15407 McGinty Road West		
<b>Address Line 2:</b>	MS24		

CH \$165.00 3319504

<b>Address Line 4:</b> Wayzata, MINNESOTA 55391	
<b>NAME OF SUBMITTER:</b>	Erica Schmidt
<b>SIGNATURE:</b>	/Erica Schmidt/
<b>DATE SIGNED:</b>	03/18/2014
<b>Total Attachments: 17</b> source=Notarial Statement for Cargill The Netherlands Holding B.V#page1.tif source=Notarial Statement for Cargill The Netherlands Holding B.V#page2.tif source=Notarial Statement for Cargill The Netherlands Holding B.V#page3.tif source=Notarial Statement for Cargill The Netherlands Holding B.V#page4.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page1.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page2.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page3.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page4.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page5.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page6.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page7.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page8.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page9.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page10.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page11.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page12.tif source=Deed of Amendment of Articles for Cargill The Netherlands Holding B.V#page13.tif	



Allen & Overy LLP

Provimi Holding B.V./notarial statement

GV/HW/zb/0041830-0000280

STATEMENT

The undersigned,

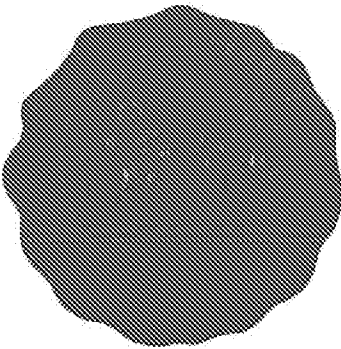
Gerbrand Willem Christiaan Visser, civil law notary in Amsterdam, the Netherlands, hereby states, on the basis of:

1. a copy of the deed of amendment of the articles of association of the legal entity mentioned hereinafter, mentioned under b. below;
2. an online extract dated 7 February 2014 of the Dutch Commercial Register of the legal entity mentioned hereafter;

that:

- a. Cargill The Netherlands Holding B.V., (the Company) is a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Amsterdam, the Netherlands, its office address at Evert van de Beekstraat 378, 1118 CZ Schiphol, the Netherlands and registered in the Dutch Commercial Register under number 24131527.
- b. By a deed of amendment of the articles of association executed before G.W.Ch. Visser, civil law notary aforementioned, on 31 January 2014, with effective date 1 February 2014, the Company changed its name and official seat from Provimi Holding B.V., having its official seat in Rotterdam, the Netherlands to Cargill the Netherlands Holding B.V., having its official seat in Amsterdam, the Netherlands.
- c. The office address of the Company has been changed from Veerlaan 17-23, 3072 AN Rotterdam, the Netherlands to Evert van de Beekstraat 378, 1118 CZ Schiphol, the Netherlands.

Signed in Amsterdam, the Netherlands, on 7 February 2014.



AMCO:6356643.1

## Bloem, Zwanet:CO (AM)

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**From:** Bloem, Zwanet:CO (AM)  
**Sent:** 07 February 2014 13:23  
**To:** Bloem, Zwanet:CO (AM)  
**Subject:** Cargill The Netherlands Holding B.V.

Online inzage uittreksel

KvK-nummer 24131527

Woonadressen zijn geen openbare gegevens en alleen zichtbaar voor in artikel 51 Handelsregisterbesluit genoemde organisaties.

### Rechtspersoon

RSIN 004233943  
Rechtsvorm Besloten Vennootschap  
Statutaire naam Cargill The Netherlands Holding B.V.  
Statutaire zetel Amsterdam  
Eerste inschrijving handelsregister 17-11-1977  
Datum akte van oprichting 03-11-1977  
Datum akte laatste statutenwijziging 31-01-2014  
Datum laatste statutenwijziging 01-02-2014  
Geplaatst kapitaal EUR 62.335,00  
Gesfort kapitaal EUR 62.335,00  
Deponering jaarstuk De jaarrekening over boekjaar 2012 is gedeponerd op 05-06-2013.

### Onderneming

Handelsnamen Cargill The Netherlands Holding B.V.  
Provimi Holding  
Startdatum onderneming 03-11-1977  
Activiteiten SBI-code: 6420 - Financiële holdings  
Werkzame personen 39

### Vestiging

Vestigingsnummer 000017665426  
Handelsnamen Cargill The Netherlands Holding B.V.  
Provimi Holding  
Bezoekadres Evert van de Beekstraat 378, 1118CZ Schiphol  
Postadres Postbus 75840, 1118ZZ Amsterdam  
Telefoonnummer 0205006000  
Faxnummer 0205006950  
Internetadres [www.provimi.nl](http://www.provimi.nl)  
Datum vestiging 03-11-1977  
Activiteiten SBI-code: 6420 - Financiële holdings

Beheren en financieren van groepsvennootschappen en van deelnemingen van haar zelve of van deze vennootschappen

Werkzame personen 39

Enig aandeelhouder

Naam Cargill International Luxembourg 3 S.à.r.l.

Bezoekadres 11-13, Boulevard de la Foire, L-1528 Luxemburg, Luxemburg

Ingeschreven in Registre de Commerce et des sociétés  
Luxemburg, Luxemburg  
onder nummer B-150967

Enig aandeelhouder sedert 04-04-2012 (datum registratie: 11-04-2012)

Bestuurders

Naam van der Plas, Engelbertus Jacobus

Geboortedatum en -plaats 06-10-1959, Amsterdam

Adres Prinses Margrietlaan 1, 1182BG Amstelveen

Datum in functie 09-02-2012 (datum registratie: 19-03-2012)

Titel Directeur

Bevoegdheid Alleen/zelfstandig bevoegd

Naam Naar, Paul Louis

Geboortedatum en -plaats 26-07-1952, 's-Gravenhage

Adres Bergerweg 9, 2111CG Aerdenhout

Datum in functie 12-12-2012 (datum registratie: 07-01-2013)

Titel Directeur

Bevoegdheid Alleen/zelfstandig bevoegd

Gevolmachten

Naam Poeschl, Mark Alan

Geboortedatum en -plaats 06-11-1959, Omaha, Verenigde Staten van Amerika

Adres 1317 Brockville Pymont Road, Brookville- Ohio, 45309, Verenigde Staten van Amerika

Datum in functie 24-02-2011 (datum registratie: 16-03-2011)

Inhoud volmacht Beperkte volmacht tot EUR 1.500.000,00.

Naam van Haarlem - Eyssen, Jolanda

Geboortedatum en -plaats 09-10-1968, Rotterdam

Adres Veenhulzerveldweg 29 A, 3861RE Putten

Datum in functie 01-11-2012 (datum registratie: 15-11-2012)

Titel Director of Strategic Marketing

Inhoud volmacht Het tekenen van: onderzoek en technologie overeenkomsten.

Naam Zwienerberg, Johannes Antonius Maria

Geboortedatum en -plaats 02-01-1963, Dalfsen

Adres Hendrik de Keyserlaan 12, 2101VA Heemstede

Datum in functie 01-01-2013 (datum registratie: 07-01-2013)

Titel	Directeur Human Resources
Inhoud volmacht	Personeelszaken
Naam	Dijkstra - Wolters, Leonie Irma
Geboortedatum en -plaats	07-08-1973, Buesum
Adres	Julianaplein 2, 2101ZC Heemstede
Datum in functie	01-01-2014 (datum registratie: 09-01-2014)
Titel	Client HR Manager (Procuratiehouder B)
Inhoud volmacht	Volmacht B is van toepassing (voor inhoud volmacht raadpleeg dossier)

Gegevens zijn vervaardigd op 07-02-2014 om 13.21 uur.

# ALLEN & OVERY

Allen & Overy LLP

Provimi Holding B.V./Deed of amendment of the  
Articles of Association

GV/RH/HW/0041830-0000280

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## NOTE ABOUT TRANSLATION:

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

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## DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION

*(Provimi Holding B.V.)*

*(new name: Cargill The Netherlands Holding B.V.)*

This thirty-first day of January two thousand and fourteen, there appeared before me, Gerbrand Willem Christiaan Visser, civil law notary in Amsterdam, the Netherlands:

Raoul Anton Hagens, born in Haarlem, the Netherlands, on the twelfth day of April nineteen hundred and eighty-three, employed by Allen & Overy LLP (Amsterdam office), Apollolaan 15, 1077 AB Amsterdam, the Netherlands.

The person appearing declared the following:

The general meeting of Provimi Holding B.V., a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Rotterdam, the Netherlands, its office address at Veerlaan 17-23, 3072 AN Rotterdam, the Netherlands and registered in the Dutch Commercial Register under number 24131527 (the **Company**) has resolved on the twenty-first day of January two thousand and fourteen to amend and completely readopt the Articles of Association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by a shareholder's resolution attached to this deed (Annex).

The Articles of Association of the Company were last amended by a deed, executed before J.P. van Loon, civil law notary in Rotterdam, the Netherlands, on the sixteenth day of February two thousand and twelve.

In implementing the aforementioned resolution, the Articles of Association of the Company are hereby amended and completely readopted as follows.

**ARTICLES OF ASSOCIATION:**

**CHAPTER 1. DEFINITIONS AND CONSTRUCTION.**

**Article 1. Definitions and Construction.**

1.1 In these Articles of Association, the following terms have the following meanings:

**Share** means a share in the capital of the Company.

**Shareholder** means a holder of one or more Shares.

**General Meeting** or **General Meeting of Shareholders** means the body of the Company consisting of the person or persons holding the voting rights attached to Shares, as a Shareholder or otherwise, or (as the case may be) a meeting of such persons (or their representatives) and other persons holding Meeting Rights.

**Management Board** means the management board of the Company.

**Managing Director** means a member of the Management Board.

**Company** means the company the internal organisation of which is governed by these Articles of Association.

**Meeting Rights** means the right to attend General Meetings of Shareholders and to speak at such meetings, as a Shareholder or as a person to whom these rights have been attributed in accordance with Article 9.

1.2 A message **in writing** means a message transmitted by letter, by telecopier, by e-mail or by any other means of electronic communication provided the relevant message or document is legible and reproducible, and the term **written** is to be construed accordingly.

1.3 The Management Board and the General Meeting each constitute a distinct body of the Company.

1.4 References to **Articles** refer to articles which are part of these Articles of Association, except where expressly indicated otherwise.

1.5 Unless the context otherwise requires, words and expressions contained and not otherwise defined in these Articles of Association bear the same meaning as in the Dutch Civil Code. References in these Articles of Association to the law are references to provisions of Dutch law as it reads from time to time.

**CHAPTER 2. NAME, OFFICIAL SEAT AND OBJECTS.**

**Article 2. Name and Official Seat.**

2.1 The Company's name is:  
Cargill The Netherlands Holding B.V.

2.2 The official seat of the Company is in Amsterdam, the Netherlands.

**Article 3. Objects.**

The objects of the Company are:



- (a) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies;
- (b) to finance businesses and companies;
- (c) to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness as well as to enter into agreements in connection with aforementioned activities;
- (d) to render advice and services to businesses and companies with which the Company forms a group and to third parties;
- (e) to grant guarantees, to bind the Company and to pledge its assets for obligations of businesses and companies with which it forms a group and on behalf of third parties;
- (f) to acquire, alienate, manage and exploit registered property and items of property in general;
- (g) to trade in currencies, securities and items of property in general;
- (h) to develop and trade in patents, trade marks, licenses, know-how, copyrights, data base rights and other intellectual property rights;
- (i) to perform any and all activities of an industrial, financial or commercial nature,

and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

### **CHAPTER 3. CAPITAL AND SHARES.**

#### **Article 4. Capital.**

- 4.1 The capital of the Company consists of one or more Shares.  
Each Share has a nominal value of five euro (EUR 5).
- 4.2 All Shares are registered. No share certificates will be issued.

#### **Article 5. Register of Shareholders.**

- 5.1 The Management Board must keep a register of Shareholders in which the names and addresses of all Shareholders are recorded. In the register of Shareholders, the names and addresses of all other persons holding Meeting Rights must also be recorded, as well as the names and addresses of all holders of a right of pledge or usufruct in respect of Shares not holding Meeting Rights.
- 5.2 Section 2:194 of the Dutch Civil Code applies to the register of Shareholders.

#### **Article 6. Issuance of Shares.**

- 6.1 Shares may be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer.
- 6.2 A resolution to issue Shares must stipulate the issue price and the other conditions of issue.

- 6.3 The issue of a Share furthermore requires a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance must be parties.
- 6.4 Upon issuance of Shares, each Shareholder will have a right of pre-emption in proportion to the aggregate nominal value of his Shares, subject to the relevant limitations prescribed by law and the provisions of Article 6.5.
- 6.5 Prior to each single issuance of Shares, the right of pre-emption may be limited or excluded by the body of the Company competent to issue such Shares.
- 6.6 The Management Board is authorised to perform legal acts relating to non-cash contributions on Shares and other legal acts mentioned in Section 2:204 of the Dutch Civil Code, without prior approval of the General Meeting.

**Article 7. Own Shares; Reduction of the Issued Capital.**

- 7.1 The Company and its subsidiaries (*dochtermaatschappijen*) may acquire fully paid-up Shares or depositary receipts thereof, with due observance of the relevant statutory provisions.
- 7.2 In the General Meeting, no voting rights may be exercised for any Share held by the Company or a subsidiary (*dochtermaatschappij*) thereof, nor for any Share for which the Company or a subsidiary (*dochtermaatschappij*) thereof holds the depositary receipts.
- 7.3 The General Meeting may resolve to reduce the Company's issued capital in accordance with the relevant statutory provisions.

**Article 8. Transfer of Shares and Share Transfer Restrictions.**

- 8.1 The transfer of a Share requires a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer must be parties.
- 8.2 Unless the Company itself is party to the transfer, the rights attributable to the Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it, in accordance with the relevant provisions of the law.
- 8.3 The following provisions of this Article 8 are applicable to a transfer of one or more Shares, unless (i) all Shareholders have granted permission for the intended transfer in writing or (ii) the Shareholder concerned is obliged by law to transfer his Shares to a former Shareholder.
- 8.4 A transfer of one or more Shares can only be effected after the Shares have been offered for sale to the co-Shareholders first. The relevant Shareholder (the **Offeror**) must make the offer by means of a written notification to the Management Board, stating the number of Shares he wishes to transfer and the person or persons to whom he wishes to transfer the Shares. The Management Board must give notice of the offer to the co-Shareholders.

Co-Shareholders interested in purchasing one or more of the offered Shares (the **Interested Parties**) must notify the Management Board of their interest. If the Company itself is a co-Shareholder, it will only be entitled to act as an Interested Party with the consent of the Offeror.

- 8.5 The price for which the offered Shares can be purchased by the Interested Parties will be set by the Offeror and the Interested Parties in joint consultation or by one or more experts designated by them. If an agreement on the price or on the expert or experts, as the case may be, is not reached, the price will be set by one or more independent experts to be nominated, at the request of one or more of the parties concerned, by the chairperson of the Dutch Professional Organisation of Accountants.
- 8.6 Within one month of the set price having been notified to them, the Interested Parties must give notice to the Management Board of the number of the offered Shares they wish to purchase. Once the notice mentioned in the preceding sentence has been given, an Interested Party can only withdraw with the consent of the other Interested Parties.
- 8.7 If the Interested Parties together wish to purchase more Shares than have been offered the offered Shares will be distributed among them. The Interested Parties will decide together upon the distribution. If an agreement on the distribution is not reached, the Management Board will determine the distribution, as far as possible in proportion to the total nominal value of the Shares held by each Interested Party at the time of the distribution. The number of offered Shares allocated to an Interested Party cannot exceed the number of Shares he wishes to purchase.
- 8.8 The Offeror may withdraw his offer up to one month from the day on which he is informed of the Interested Party or Parties to whom he can sell all offered Shares and at what price.
- 8.9 If it becomes apparent that none of the co-Shareholders is an Interested Party or that not all offered Shares will be purchased against payment in cash by one or more Interested Parties, the Offeror may, within a period of three months, freely transfer all the offered Shares, but not part thereof, to the person or persons listed in the offer.

**Article 9. Pledging of Shares and Usufruct in Shares; Depositary Receipts.**

- 9.1 The provisions of Articles 8.1 and 8.2 apply by analogy to the pledging of Shares.
- 9.2 The voting rights attached to pledged Shares accrue to the Shareholder. However, pursuant to a written agreement between the Shareholder and the pledgee, the voting rights may accrue to the pledgee if such transfer of voting rights has been approved by the General Meeting. The Meeting Rights accrue to the Shareholder, whether holding voting rights or not, and

to the pledgee holding voting rights, but will not accrue to the pledgee not holding voting rights.

9.3 The provisions of Articles 8.1 and 8.2 apply by analogy to the creation or transfer of a right of usufruct in Shares. The voting rights attached to Shares encumbered by a right of usufruct accrue to the Shareholder. The Meeting Rights will not accrue to the holder of a right of usufruct.

9.4 The Company will not grant Meeting Rights to holders of depositary receipts issued for Shares.

#### **CHAPTER 4. THE MANAGEMENT BOARD.**

##### **Article 10. Managing Directors.**

10.1 The Management Board may consist of one or more Managing Directors. Both individuals and legal entities can be Managing Directors.

10.2 Managing Directors are appointed by the General Meeting.

10.3 A Managing Director may be suspended or removed by the General Meeting at any time.

10.4 The authority to establish remuneration and other conditions of employment for Managing Directors is vested in the General Meeting.

##### **Article 11. Duties, Decision-making Process and Allocation of Duties.**

11.1 The Management Board is entrusted with the management of the Company. In the exercise of their duties, the Managing Directors must be guided by the interests of the Company and the business connected with it.

11.2 Meetings of the Management Board may be held by means of an assembly of the Managing Directors in person at a formal meeting or by conference call, video conference or by any other means of communication, provided that all Managing Directors participating in such meeting are able to communicate with each other simultaneously. Participation in a meeting held in any of the above ways shall constitute presence at such meeting.

11.3 Management Board resolutions may also be adopted outside a formal meeting, in writing or otherwise, provided that the proposal concerned is submitted to all Managing Directors then in office and none of them objects to the proposed manner of adopting resolutions. A report with respect to a resolution adopted other than in writing shall be prepared by a Managing Director. The report shall be signed by such Managing Director and presented to the Management Board for its information in the next meeting of the Management Board. Adoption of resolutions in writing shall be effected by written statements from all Managing Directors then in office.

11.4 The General Meeting may establish rules regarding the decision-making process and working methods of the Management Board. In this context, the General Meeting may also determine the duties for which each Managing Director shall be particularly responsible.

##### **Article 12. Representation.**

- 12.1 The Company is represented by the Management Board. Each Managing Director is also authorised to represent the Company.
- 12.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer will be competent to represent the Company, subject to any restrictions imposed on him. The Management Board will determine each officer's title.
- 12.3 Legal acts of the Company vis-à-vis a holder of all of the Shares shall be put in writing. With regard to the foregoing sentence, Shares held by the Company or its subsidiaries (*dochtermaatschappijen*) shall not be taken into account. The aforementioned provisions in this Article 12.3 do not apply to legal acts which, under their agreed terms, form part of the normal course of business of the Company.

**Article 13. Approval of Management Board Resolutions.**

- 13.1 The General Meeting may require Management Board resolutions to be subject to its approval. The Management Board is to be notified in writing of such resolutions, which must be clearly specified.
- 13.2 The General Meeting is authorised to give instructions to the Management Board. The Management Board must follow such instructions unless they are in conflict with the interests of the Company and the business connected with it.
- 13.3 The absence of approval by the General Meeting of a resolution referred to in this Article 13 will not affect the authority of the Management Board or the Managing Directors to represent the Company.

**Article 14. Conflicts of Interests.**

- 14.1 A Managing Director having a conflict of interests as referred to in Article 14.2 or an interest which may have the appearance of such a conflict of interests (both a **(potential) conflict of interests**) must declare the nature and extent of that interest to the other Managing Directors and the General Meeting.
- 14.2 A Managing Director may not participate in deliberating or decision-making within the Management Board, if with respect to the matter concerned he has a direct or indirect personal interest that conflicts with the interests of the Company and the business connected with it. This prohibition does not apply if the conflict of interests exists for all Managing Directors or the sole Managing Director.
- 14.3 A conflict of interests as referred to in Article 14.2 only exists if in the situation at hand the Managing Director must be deemed to be unable to serve the interests of the Company and the business connected with it with the required level of integrity and objectivity. If a transaction is proposed in which apart from the Company also an affiliate of the Company has an interest, then the mere fact that a Managing Director holds any office or

other function with the affiliate concerned or another affiliate, whether or not it is remunerated, does not mean that a conflict of interests as referred to in Article 14.2 exists.

- 14.4 The Managing Director who in connection with a (potential) conflict of interests does not exercise certain duties and powers will insofar be regarded as a Managing Director who is unable to perform his duties (*belet*).
- 14.5 A (potential) conflict of interests does not affect the authority concerning representation of the Company set forth in Article 12.1 The General Meeting may, ad hoc or otherwise, determine that, in addition, one or more persons will be authorized pursuant to this Article 14.5 to represent the Company in matters in which a (potential) conflict of interests exists between the Company and one or more Managing Directors.

**Article 15. Vacancy or Inability to Act.**

- 15.1 If a seat on the Management Board is vacant (*ontstentenis*) or a Managing Director is unable to perform his duties (*belet*), the remaining Managing Directors or Managing Director will be temporarily entrusted with the management of the Company.
- 15.2 If all seats on the Management Board are vacant or all Managing Directors or the sole Managing Director, as the case may be, are unable to perform their duties, the management of the Company will be temporarily entrusted to one or more persons designated for that purpose by the General Meeting.
- 15.3 When determining to which extent Managing Directors are present or represented, consent to a manner of adopting resolutions, or vote, no account will be taken of vacant board seats and Managing Directors who are unable to perform their duties.

**CHAPTER 5. ANNUAL ACCOUNTS AND DISTRIBUTIONS.**

**Article 16. Financial Year and Annual Accounts.**

- 16.1 The Company's financial year runs from the first day of June of any year to the thirty-first day of May of the following year.
- 16.2 Annually, not later than five months after the end of the financial year, save where this period is extended by the General Meeting by not more than six months by reason of special circumstances, the Management Board must prepare annual accounts, and must deposit the same for inspection by the Shareholders and other persons holding Meeting Rights at the Company's office.
- 16.3 Within the same period, the Management Board must also deposit the annual report for inspection by the Shareholders and other persons holding Meeting Rights, unless the Company is not obliged thereto pursuant to Section 2:396 or Section 2:403 of the Dutch Civil Code.

- 16.4 The annual accounts must be signed by the Managing Directors. If the signature of one or more of them is missing, this must be stated and reasons for this omission must be given.
- 16.5 The Company may, and if the law so requires must, appoint an accountant to audit the annual accounts. Such appointment must be made by the General Meeting.
- 16.6 The annual accounts must be submitted to the General Meeting for adoption.
- 16.7 At the General Meeting of Shareholders at which it is resolved to adopt the annual accounts, a proposal concerning release of the Managing Directors from liability for the management pursued, insofar as the exercise of their duties is reflected in the annual accounts or otherwise disclosed to the General Meeting prior to the adoption of the annual accounts, must be brought up separately for discussion.

**Article 17. Profits and Distributions.**

- 17.1 The authority to decide over the allocation of profits determined by the adoption of the annual accounts and to make distributions is vested in the General Meeting, with due observance of the limitations prescribed by law.
- 17.2 The authority of the General Meeting to make distributions applies to both distributions at the expense of non-appropriated profits and distributions at the expense of any reserves, and to both distributions on the occasion of the adoption of the annual accounts and interim distributions.
- 17.3 A resolution to make a distribution will not be effective until approved by the Management Board. The Management Board may only refuse to grant such approval if it knows or reasonably should foresee that after the distribution the Company would not be able to continue to pay its debts as they fall due.

**CHAPTER 6. GENERAL MEETING OF SHAREHOLDERS.**

**Article 18. General Meetings of Shareholders.**

- 18.1 The annual General Meeting of Shareholders must be held within six months after the end of the financial year.
- 18.2 Other General Meetings of Shareholders will be held as often as the Management Board deems necessary.
- 18.3 Shareholders and/or other persons holding Meeting Rights representing in the aggregate at least one per cent of the Company's issued capital may request the Management Board to convene a General Meeting of Shareholders, stating specifically the business to be discussed. If the Management Board has not given proper and timely notice of a General Meeting of Shareholders such that the meeting can be held within four weeks after receipt of the request, the applicants will be authorised to convene a meeting themselves.

**Article 19. Notice, Agenda and Venue of Meetings.**

- 19.1 Notice of General Meetings of Shareholders will be given by the Management Board, without prejudice to the provisions of Article 18.3.
- 19.2 Notice of the meeting must be given no later than on the eighth day prior to the day of the meeting, without prejudice to the provision of Article 23.4. The notice is given in accordance with Article 26.1.
- 19.3 The notice convening the meeting must specify the place, date and starting time of the meeting, as well as the business to be discussed. Other business not specified in such notice may be announced at a later date, with due observance of the term referred to in Article 19.2.
- 19.4 Items for which a written request has been submitted by one or more Shareholders and/or other persons holding Meeting Rights, alone or jointly representing at least one per cent of the issued capital, must be included in the notice or announced in the same manner, provided that the Company received the request no later than on the eighth day before the abovementioned latest date the notice convening the meeting can be given.
- 19.5 General Meetings of Shareholders are held in the municipality in which, according to these Articles of Association, the Company has its official seat or at any other place in the Netherlands. With respect to meetings held outside the Netherlands, the provision of Article 23.4 applies.

**Article 20. Admittance and Rights at Meetings.**

- 20.1 Each Shareholder, and any other person holding Meeting Rights, is entitled to attend the General Meetings of Shareholders, to address the meeting and, to the extent this right has accrued to him, to exercise his voting rights. They may be represented in a meeting by a proxy authorised in writing.
- 20.2 The Meeting Rights and voting rights may be exercised using any appropriate means of electronic communication, if that possibility is expressly provided for in the notice of the meeting or accepted by the chairperson of the meeting. The means of electronic communication used must be such that the persons holding Meeting Rights or their representatives can be identified through it to the satisfaction of the chairperson of the meeting. The notice of the meeting may contain further details and the chairperson of the meeting may give further requirements with respect to the permitted means of electronic communication and its use.
- 20.3 The chairperson of the meeting may determine that each person with voting rights present at a meeting must sign the attendance list. The chairperson of the meeting may also decide that the attendance list must be signed by other persons present at the meeting as well.
- 20.4 The Managing Directors have the right to give advice in the General Meetings of Shareholders.



20.5 The chairperson of the meeting decides on the admittance of other persons to the meeting.

**Article 21. Chairperson and Secretary of the Meeting.**

21.1 The chairperson of a General Meeting of Shareholders will be appointed by a majority of the votes cast by the persons with voting rights present at the meeting. The provision of Article 23.1 applies.

21.2 The chairperson of the meeting must appoint a secretary for the meeting.

**Article 22. Minutes; Recording of Shareholders' Resolutions.**

22.1 The secretary of a General Meeting of Shareholders must keep minutes of the proceedings at the meeting. The minutes must be adopted by the chairperson and the secretary of the meeting and as evidence thereof must be signed by them.

22.2 The Management Board must keep a record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting must ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records must be deposited at the Company's office for inspection by the Shareholders. On application, each of them must be provided with a copy of or an extract from the records.

**Article 23. Adoption of Resolutions in a Meeting.**

23.1 Each Share confers the right to cast one vote.

23.2 To the extent that the law or these Articles of Association do not provide otherwise, all resolutions of the General Meeting will be adopted by a simple majority of the votes cast, without a quorum being required.

23.3 If there is a tie in voting, the proposal will thus be rejected.

23.4 If the formalities for convening and holding of General Meetings of Shareholders, as prescribed by law or these Articles of Association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if all Shareholders and all other persons holding Meeting Rights have consented therewith and, prior to the resolution-making, the Managing Directors have been given the opportunity to give advice.

23.5 When determining how many votes are cast by Shareholders, how many Shareholders are present or represented, or what portion of the Company's issued capital is represented, no account will be taken of Shares for which no vote can be cast pursuant to the law.

**Article 24. Voting.**

24.1 All voting must take place orally. The chairperson is, however, entitled to decide that votes be cast by a secret ballot. If it concerns the holding of a vote on persons, anyone present at the meeting with voting rights may

demand a vote by a secret ballot. Votes by secret ballot must be cast by means of secret, unsigned ballot papers.

- 24.2 Blank and invalid votes will not be counted as votes.
- 24.3 Resolutions may be adopted by acclamation if none of the persons with voting rights present at the meeting objects.
- 24.4 The chairperson's decision at the meeting on the result of a vote will be final and conclusive. The same applies to the contents of an adopted resolution if a vote is taken on an unwritten proposal. However, if the correctness of such decision is challenged immediately after it is pronounced, a new vote must be taken if either the majority of the persons with voting rights present at the meeting or, where the original vote was not taken by roll call or in writing, any person with voting rights present at the meeting, so demands. The legal consequences of the original vote will be made null and void by the new vote.

**Article 25. Adoption of Resolutions without holding Meetings.**

- 25.1 Resolutions of the General Meeting can be adopted without holding a meeting, provided all persons with Meeting Rights have consented with such manner of resolution-making in writing. For adoption of a resolution outside a meeting it is required that all votes are cast in writing or that the resolution is recorded in writing mentioning how the votes were cast. Prior to the resolution-making, the Managing Directors must be given the opportunity to give advice. The provisions of Articles 23.1, 23.2, 23.3 and 23.5 apply by analogy.
- 25.2 Those having adopted a resolution outside a meeting must ensure that the Management Board is informed of the resolution thus adopted as soon as possible in writing. The Management Board must keep a record of the resolution adopted and it must add such records to those referred to in Article 22.2.

**Article 26. Notices and Announcements.**

- 26.1 The notice of a General Meeting must be in writing and sent to the addresses of the Shareholders and all the other persons holding Meeting Rights as shown in the register of Shareholders. However, if a Shareholder or another person holding Meeting Rights has provided the Company with another address for the purpose of receiving such notice, the notice may alternatively be sent to such other address.
- 26.2 The provisions of Article 26.1 apply by analogy to notifications which pursuant to the law or these Articles of Association must be made to the General Meeting, as well as to other announcements, notices and notifications to Shareholders and other persons holding Meeting Rights.

**CHAPTER 7. AMENDMENT OF THE ARTICLES OF ASSOCIATION, DISSOLUTION AND LIQUIDATION.**

**Article 27. Amendment of the Articles of Association.**

The General Meeting may resolve to amend these Articles of Association. When a proposal to amend these Articles of Association is to be made to the General Meeting, the notice convening the General Meeting must state so and a copy of the proposal, including the verbatim text thereof, must be deposited and kept available at the Company's office for inspection by the Shareholders and other persons holding Meeting Rights, until the conclusion of the meeting.

**Article 28. Dissolution and Liquidation.**

- 28.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made to the General Meeting, this must be stated in the notice convening the General Meeting.
- 28.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Managing Directors become the liquidators of the dissolved Company's property, unless the General Meeting resolves to appoint one or more other persons as liquidator.
- 28.3 During liquidation, the provisions of these Articles of Association remain in force to the extent possible.
- 28.4 The balance remaining after payment of the debts of the dissolved Company must be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.
- 28.5 In addition, the liquidation is subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

**Finally, the person appearing has declared:**

**Effective date of amendment of articles of association.**

This amendment of the articles of association will take effective on the first day of February two thousand and fourteen.

**Close.**

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

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared to have taken note of and to agree to the contents of this deed and that the deed did not have to be read out completely. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.