

RvB / LT/ [-]

Draft dated 13 October 2021

[For discussion purposes only]

CONVERSION AND AMENDMENT TO THE ARTICLES OF ASSOCIATION

(Fyber N.V.)

(new name: Fyber B.V.)

On this day, 13 October two thousand twenty-one, there appeared for me, Rudolf van Bork, civil-law notary officiating in Amsterdam, the Netherlands:

[Employee of GT Amsterdam], employed by Greenberg Traurig, LLP with office address at Leidseplein 29, 1017 PS Amsterdam, the Netherlands.

The person appearing declared the following:

on the 28 day of October two thousand twenty-one, the general meeting of **Fyber N.V.**, a public limited liability company (*naamloze vennootschap*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and its office address at Wallstraße 9-13, 10179 Berlijn, Germany, registered with the Dutch trade register under number 54747805 (**Company**), resolved to convert the Company into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), to amend and completely readopt the articles of association of the Company, as well as to authorize the person appearing to have this deed executed.

The articles of association of the Company were last amended by a deed, executed on the second day of April two thousand twenty before M.A.J. Cremers, civil law notary officiating in Amsterdam, the Netherlands.

In implementing the aforementioned resolutions, the Company is converted into a private limited liability company as of today and the articles of association of the Company are amended and completely readopted as follows.

ARTICLES OF ASSOCIATION:

1 Definitions

- 1.1. In these articles of association, the following words shall have the following meanings:
- Company Body:** the Management Board or the General Meeting;
- General Meeting:** the general meeting of the Company;
- Inability:** inability (*belet*) as referred to in Sections 2:244 paragraph 4 and 2:252 paragraph 4 of the Dutch Civil Code, including the event that the relevant person claims inability for a certain period of time in writing;
- in writing:** by letter, telecopier, e-mail, or by a legible and reproducible message otherwise electronically sent, provided that the identity of the sender can be sufficiently established;
- Management Board:** the management board of the Company;
- Meeting Right:** the right to attend the General Meeting and to address the meeting in person or through a representative authorised in writing, and the other rights designated by law to holders of depositary receipts of shares to which Meeting Right is attached;
- Persons with Meeting Right:** a Shareholder and any usufructuary or pledgee with voting rights in respect of one or more Shares and/or Meeting Right;
- Share:** a share in the capital of the Company;
- Shareholder:** a holder of one or more Shares;
- Transferees:** has the meaning assigned thereto in Article 9.4;
- Transferor:** has the meaning assigned thereto in Article 9.2.
- 1.2. References to Articles shall be deemed to refer to articles of these articles of association, unless the contrary is apparent.

2 Name and Official Seat

- 2.1. The Company's name is:
- Fyber B.V.**
- 2.2. The official seat of the Company is in Amsterdam, the Netherlands.

3 Objects

- 3.1. 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 publish and develop mobile applications;
 - (c) to publish online games;
 - (d) to provide digital content and related services and advice to mobile network

- operators;
- (e) to develop and provide educational soft- and hardware and to manage and market a portfolio of digital edutainment content;
 - (f) to develop and exploit a mobile advertising platform that provides supporting services to developers of mobile and digital applications;
 - (g) to render advice and commercial services for businesses and companies with which it forms a group;
 - (h) to acquire, manage, market and sell businesses and asset values in the mobile applications and online games industry, on its own name and account, not for third parties;
 - (i) to borrow 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 provided that such activities do not implicate that the Company performs financial or otherwise regulated services or activities or otherwise is considered as regulated by the supervisory authorities of the country where the Company performs such activities; and
 - (j) to perform other activities in so far as they are closely connected with the abovementioned activities,

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

4 Capital

- 4.1. The nominal value of each Share equals ten eurocents (EUR 0.10).
- 4.2. All Shares shall be registered. No share certificates shall be issued.

5 Register

The Management Board shall keep a register with the names and addresses of all Shareholders, pledgees and usufructuaries.

6 Issuance of Shares

- 6.1. Shares shall be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another Company Body and may also revoke such transfer.
- 6.2. A resolution to issue Shares shall stipulate the issue price and the other conditions.
- 6.3. Upon issuance of Shares, each Shareholder shall have a right of pre-emption in proportion to the aggregate nominal value of his Shares, subject to the limitations prescribed by law and subject to Article 6.4.

- 6.4. Prior to each issuance of Shares, the right of pre-emption may be limited or excluded by the Company Body competent to issue such Shares.
- 6.5. The provisions of this 6 shall apply by analogy to the granting of rights to subscribe for Shares, but shall not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.
- 6.6. The issue of a Share shall require 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 shall be parties.
- 6.7. The full nominal value of each Share must be paid in upon issuance.

7 Own Shares and Reduction of the Issued Capital

- 7.1. Fully paid in Shares or depositary receipts shall be acquired pursuant to a resolution of the Management Board, in addition to which a resolution to acquire Shares or depositary receipts on payment shall be subject to approval of the General Meeting.
- 7.2. The General Meeting may resolve to reduce the Company's issued capital.

8 Transfer of Shares

- 8.1. The transfer of a Share shall require 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 shall be parties.
- 8.2. Unless the Company itself is party to the legal act, the rights attributable to any Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it in accordance with the provisions of the law.

9 Blocking Clause (approval General Meeting)

- 9.1. A transfer of one or more Shares can only be effected with due observance of the provisions set out in this 9, unless (i) all Shareholders have approved the contemplated transfer in writing, which approval shall then be valid for a period of three months, or (ii) the Shareholder concerned is obliged by law to transfer his Shares to a former Shareholder, or (iii) it concerns the acquiring of fully paid in own Shares for a consideration, or (iv) it concerns a transfer of shares included in the giro system of the Dutch Giro Securities Act (*Wet giraal effectenverkeer*) or any equivalent of such system in a foreign jurisdiction, such as the book entry system operated by Clearstream Banking AG, including a transfer for the purpose of incorporating or delivering such shares from a collective depot or giro depot or foreign equivalent thereof, in which case the transferability of shares is not limited or excluded by virtue of Section 2:195 of the Dutch Civil Code.

- 9.2. A Shareholder wishing to transfer one or more of his Shares (Transferor) shall require the approval of the General Meeting for such transfer. The request for approval shall be made by the Transferor 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 the Transferor wishes to transfer such Shares. The Management Board shall be obliged to convene and to hold a General Meeting to discuss the request for approval within six weeks from the date of receipt of the request. The contents of such request shall be stated in the convocation.
- 9.3. The Transferor may transfer the total number of Shares to which the request relates, and not part thereof, to the person or persons named in the request within a period of three months after the General Meeting granted the approval requested.
- 9.4. If:
- (a) the General Meeting does not adopt a resolution regarding the request for approval within six weeks after the request has been received by the Management Board; or
 - (b) the approval has been refused without the General Meeting having informed the Transferor, at the same time as the refusal, of one or more transferees that wish to purchase all the Shares to which the request for approval relates for payment in cash (Transferees),
 - (c) the approval requested shall be considered to have been granted, in the event mentioned under (a), on the final day of the six-week period mentioned under (a).
- 9.5. The Shares to which the request for approval relates can be purchased by the Transferees at a price to be mutually agreed between the Transferor and the Transferees or by one or more experts jointly appointed by them. If they do not reach agreement on the price or the expert or experts, as the case may be, the price shall be determined by three independent experts, one to be appointed by the Transferor, one to be appointed by the Transferee or Transferees and the third one to be jointly appointed by the experts thus appointed. The appointed experts shall be authorised to inspect all books and records of the Company and to obtain all such information as will be useful to them in determining the price.
- 9.6. Within one month of the price being determined, the Transferees must give notice to the Management Board of the number of Shares to which the request for approval relates they wish to purchase. A Transferee who fails to submit notice within said term shall no longer be regarded as a Transferee. Once the notice mentioned in the preceding

sentence has been given, a Transferee can only withdraw with the consent of the other Transferees.

- 9.7. The Transferor may withdraw within one month after the day of being informed to which Transferee or Transferees all the Shares to which the request for approval relates can be sold and at what price. The Transferor is obliged to cooperate with the transfer of the Shares within two weeks after lapse of that term. If the Transferor does not withdraw timely and does not meet his obligation to transfer within the said term, the Company shall be irrevocably authorised to transfer the Shares to the Transferee or Transferees. If the Management Board proceeds with such transfer, it shall immediately give notice thereof to the Shareholder concerned. If the Company effectuates the transfer, the Company is entitled to accept the purchase price on behalf of the party entitled thereto, under the obligation to forward the purchase price to such party, after deduction of the expenses chargeable to such party, as soon as possible but at the latest ten business days after receipt of the bank account number designated by such party for this purpose.
- 9.8. All notifications and notices referred to in this 9 shall be made by certified mail or against acknowledgement of receipt. The convocation of the General Meeting shall be made in accordance with the provisions of these articles of association.
- 9.9. All costs of the appointment of the expert or experts, as the case may be, and their determination of the price, shall be borne by:
- (a) the Transferor if he withdraws;
 - (b) the Transferor for one half and the buyers for the other half, provided that if the Shares are purchased by one or more Transferees, each buyer shall contribute to such costs in proportion to the number of Shares purchased by that buyer;
 - (c) the Company, in cases not provided for under (a) or (b).
- 9.10. The preceding provisions of this 9 shall apply by analogy to rights to subscribe for Shares and rights of pre-emption.

10 Pledge and Usufruct

- 10.1. The provisions of 8 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct in Shares.
- 10.2. The voting rights attributable to a Share may be assigned to the pledgee or the usufructuary with the approval of the General Meeting and otherwise with due observance of the provisions of the law.
- 10.3. Any pledgee or usufructuary with voting rights on Shares shall also have Meeting Right. Meeting Right may also be granted to the pledgee or usufructuary without voting rights

on Shares with the approval of the General Meeting and otherwise with due observance of the provisions of the law.

11 Management Board Members

- 11.1. The Management Board shall consist of one or more members.
- 11.2. Management Board members are appointed by the General Meeting.
- 11.3. A Management Board member may be suspended or dismissed by the General Meeting at any time.
- 11.4. The authority to establish a remuneration and other conditions of employment for Management Board members is vested in the General Meeting.

12 Duties and Decision-making of the Management Board

- 12.1. The Management Board shall be entrusted with the management of the Company. In performing their duties, the Management Board members shall act in accordance with the interests of the Company and the enterprise connected with it.
- 12.2. Each Management Board member may cast one vote in the Management Board.
- 12.3. All resolutions of the Management Board shall be adopted by more than half of the votes cast.
- 12.4. Management Board resolutions may be adopted outside of a meeting, in writing or otherwise, provided that the proposal concerned is submitted to all Management Board members then in office and none of them objects to this manner of adopting resolutions.
- 12.5. The Management Board may establish further rules regarding its decision-making process and working methods. In this context, the Management Board may also determine the duties for which each Management Board member shall be responsible.
- 12.6. A Management Board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Management Board member and the Company and the enterprise connected with it. If there is such a personal conflict of interest in respect of all Management Board members, the preceding sentence does not apply and the Management Board shall maintain its authority, without prejudice to the provisions of Article 13.1.

13 Approval of Management Board Resolutions

- 13.1. The Management Board requires the approval of the General Meeting for resolutions entailing a significant change in identity or character of the Company or its business, in any case concerning:
 - (a) the transfer of (nearly) the entire business of the Company to a third party;
 - (b) the entering into or terminating a long-term cooperation between the Company or

- a subsidiary (*dochtermaatschappij*) and another legal entity or company or as a fully liable partner in a limited partnership or general partnership, if such cooperation or termination is of fundamental importance for the Company; or
- (c) acquiring or disposing of a participation in the capital of a company if the value of such participation is at least one third of the sum of the assets of the Company according to its balance sheet and explanatory notes or, if the Company prepares a consolidated balance sheet, its consolidated balance sheet and explanatory notes according to the last adopted annual accounts of the Company, by the Company or a subsidiary (*dochtermaatschappij*).

- 13.2. The General Meeting may require additional Management Board resolutions to be subject to its approval. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified.
- 13.3. A resolution of the Management Board with respect to a matter involving a direct or indirect personal conflict of interest between one or more Management Board members and the Company and the enterprise connected with it shall be subject to the approval of the General Meeting.
- 13.4. The Management Board may enter into the legal acts referred to in Section 2:204 of the Dutch Civil Code without the prior approval of the General Meeting.
- 13.5. The absence of approval by the General Meeting for a resolution as referred to in this Article 13 shall not affect the authority of the Management Board or its members to represent the Company.

14 Representation

- 14.1. The Company shall be represented by the Management Board. The authorization to represent the Company shall also accrue to each member of the Management Board acting solely.
- 14.2. The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title. Such officers may be registered at the Dutch trade register, indicating the scope of their power to represent the Company.

15 Vacancy or Inability of the Management Board Members

- 15.1. If a seat on the Management Board is vacant (*ontstentenis*) or upon the Inability of a Management Board member, the remaining Management Board members or member shall temporarily be entrusted with the management of the Company.

15.2. If all seats on the Management Board are vacant or upon the Inability of all Management Board members or the sole Management Board member, the management of the Company shall temporarily be entrusted to one (1) or more persons designated for that purpose by the General Meeting.

16 Indemnity and Insurance

- 16.1. To the extent permissible by law, the Company will indemnify and hold harmless each member of the Management Board and of the Supervisory Board, both former members and members currently in office (each of them, for the purpose of this Article 16 only, an **Indemnified Person**), against any and all liabilities, claims, judgments, fines and penalties (**Claims**) incurred by the Indemnified Person as a result of any expected, pending or completed action, investigation or other proceeding, whether civil, criminal or administrative (each, a **Legal Action**), of or initiated by any party other than the Company itself or a group company (*groepsmaatschappij*) thereof, in relation to any acts or omissions in or related to his capacity as an Indemnified Person. Claims will include derivative actions of or initiated by the Company or a group company (*groepsmaatschappij*) thereof against the Indemnified Person and (recourse) claims by the Company itself or a group company (*groepsmaatschappij*) thereof for payments of claims by third parties if the Indemnified Person will be held personally liable therefore.
- 16.2. The Indemnified Person will not be indemnified with respect to Claims in so far as they relate to the gaining in fact of personal profits, advantages or remuneration to which he was not legally entitled, or if the Indemnified Person has been adjudged to be liable for wilful misconduct (*opzet*) or intentional recklessness (*bewuste roekeloosheid*).
- 16.3. The Company will provide for and bear the cost of adequate insurance covering Claims against sitting and former Management Board members and sitting and former Supervisory Board members (D&O insurance), unless such insurance cannot be obtained at reasonable terms.
- 16.4. Any expenses (including reasonable attorneys' fees and litigation costs) (collectively, **Expenses**) incurred by the Indemnified Person in connection with any Legal Action will be settled or reimbursed by the Company, but only upon receipt of a written undertaking by that Indemnified Person that he will repay such Expenses if a competent court in an irrevocable judgment has determined that he is not entitled to be indemnified. Expenses will be deemed to include any tax liability which the Indemnified Person may be subject to as a result of his indemnification.
- 16.5. Also in case of a Legal Action against the Indemnified Person by the Company itself or

its group companies (*groepsmaatschappijen*), the Company will settle or reimburse to the Indemnified Person his reasonable attorneys' fees and litigation costs, but only upon receipt of a written undertaking by that Indemnified Person that he will repay such fees and costs if a competent court in an irrevocable judgment has resolved the Legal Action in favour of the Company or the relevant group company (*groepsmaatschappij*) rather than the Indemnified Person.

- 16.6. The Indemnified Person may not admit any personal financial liability vis-à-vis third parties, nor enter into any settlement agreement, without the Company's prior written authorisation. The Company and the Indemnified Person will use all reasonable endeavours to cooperate with a view to agreeing on the defence of any Claims, but in the event that the Company and the Indemnified Person fail to reach such agreement, the Indemnified Person will comply with all directions given by the Company in its sole discretion, in order to be entitled to the indemnity contemplated by this Article 16.
- 16.7. The indemnity contemplated by this Article 16 does not apply to the extent Claims and Expenses are reimbursed by insurers.
- 16.8. This Article 16 can be amended without the consent of the Indemnified Persons as such. However, the provisions set forth herein nevertheless continues to apply to Claims and/or Expenses incurred in relation to the acts or omissions by the Indemnified Person during the periods in which this Article 16 was in effect.

17 Financial Year and Annual Accounts

- 17.1. The Company's financial year shall be the calendar year.
- 17.2. Annually, not later than five months after the end of the financial year, unless by reason of special circumstances this period is extended by the General Meeting by not more than five months, the Management Board shall prepare annual accounts and deposit the same for inspection by the Shareholders at the Company's office.
- 17.3. Within the same period, the Management Board shall also deposit the management report for inspection by the Shareholders.
- 17.4. The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.
- 17.5. The annual accounts shall be signed by the Management Board members. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.
- 17.6. The Company may, and if the law so requires shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.

- 17.7. The General Meeting shall adopt the annual accounts. Signing of the annual accounts by the Management Board members does not constitute as adoption by the General Meeting, not even when each Shareholder is also a Management Board member.
- 17.8. The General Meeting may grant full or limited discharge to the Management Board members for the management pursued.
- 17.9. The preceding provisions of this Article 17 shall not apply if Section 2:395a, Section 2:396 or Section 2:403 of the Dutch Civil Code applies to the Company and states otherwise.

18 Profits and Distributions

- 18.1. The General Meeting has the authority to allocate the profits determined by adoption of the annual accounts. If the General Meeting does not adopt a resolution regarding the allocation of the profits prior to or at the latest immediately after the adoption of the annual accounts, the profits will be reserved.
- 18.2. The General Meeting has the authority to make distributions. If the Company is required by law to maintain reserves, this authority only applies to the extent that the equity exceeds these reserves. No resolution of the General Meeting to distribute shall have effect without the consent of the Management Board. The Management Board may withhold such consent only if it knows or reasonably should expect that after the distribution, the Company will be unable to continue the payment of its due debts.

19 General Meetings

- 19.1. At least one General Meeting, the annual General Meeting, shall be held or at least once a resolution shall be adopted in accordance with Article 25 during each financial year.
- 19.2. Other General Meetings shall be held as often as the Management Board deems such necessary.
- 19.3. One or more Persons with Meeting Right representing individually or jointly at least one per cent (1%) of the Company's issued capital may request the Management Board in writing to convene a General Meeting, stating specifically the subjects to be discussed. If the Management Board has not taken the necessary measures so that the meeting can be held within four weeks after receipt of the request, the applicants shall be authorised to convene a meeting themselves.

20 Notice and Venue of Meetings

- 20.1. Notice of the meeting shall be given no later than on the eighth day before the date of the meeting.
- 20.2. The notice of the meeting shall specify the subjects to be discussed.

- 20.3. The notice of the meeting shall be sent by letters to the addresses of the Shareholders shown in the register referred to in Article 5. Shareholders may be sent notice of the meeting by means of a legible and reproducible message electronically sent to the address stated by them for this purpose to the Company.
- 20.4. General Meetings are held in the municipality in which, according to these articles of association, the Company has its official seat or in Schiphol (*Haarlemmermeer*). General Meetings may also be held elsewhere, provided that all Persons with Meeting Right have consented to the place of the meeting and prior to the decision-making process, the Management Board members have been given the opportunity to render advice.

21 Admittance and Meeting Right

- 21.1. Each Person with Meeting Right shall be entitled to attend any General Meeting, to address that meeting and, if the voting rights accrue to him, to exercise his voting rights. Persons with Meeting Right may be represented in a General Meeting by a proxy authorised in writing.
- 21.2. At a meeting, each Person with Meeting Right or his representative must sign the attendance list. The chairperson of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.
- 21.3. The Management Board members shall have the right to give advice in the General Meetings.
- 21.4. The chairperson of the meeting shall decide on the admittance of other persons to the meeting.

22 Chairperson and Secretary of the Meeting

- 22.1. The chairperson of a meeting shall be appointed by more than half of the votes cast by the persons with voting rights present at the meeting. Until such appointment is made, a Management Board member shall act as chairperson, or, if no Management Board member is present at the meeting, the eldest person present at the meeting shall act as chairperson.
- 22.2. The chairperson of the meeting shall appoint a secretary for the meeting.

23 Minutes and Recording of Shareholders' Resolutions

- 23.1. The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairperson and the secretary of the meeting and as evidence thereof shall be signed by them.
- 23.2. The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of

the meeting or the chairperson's representative shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Persons with Meeting Right. Each of them shall be provided with a copy of or an extract from the records upon request.

24 Resolutions in the General Meeting

24.1. Each Share confers the right to cast one vote.

24.2. To the extent that the law or these articles of association do not require a qualified majority, all resolutions of the General Meeting shall be adopted by more than half of the votes cast.

24.3. If the formalities for convening and holding of General Meetings, as prescribed by law or these articles of association, have not been complied with, valid resolutions by the General Meeting may only be adopted in a meeting if all Persons with Meeting Right have consented to the decision-making process taking place and prior to the decision-making process, Management Board members have been given the opportunity to render advice.

24.4. No voting rights may be exercised in the General Meeting for any Share held by the Company or a subsidiary, nor for any Share for which the Company or a subsidiary holds the depositary receipts.

25 Resolutions Without Holding Meetings

25.1. Shareholders' resolutions may also be adopted in a manner other than at a meeting, provided that all Persons with Meeting Right have given consent to such decision-making process in writing. The votes shall be cast in writing. Prior to the adoption of resolutions, Management Board members shall be given the opportunity to render advice.

25.2. For the purposes of Article 25.1 the requirement of votes to be cast in writing shall also be met in case the resolution is recorded in writing or electronically, indicating the manner in which each vote is cast and such resolution is signed by all Persons with Meeting Right.

25.3. As soon as the Management Board is acquainted with the resolution it shall keep record thereof and add such record to those referred to in Article 23.2.

26 Amendment 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 at a General Meeting, this

must be stated in the notice of such meeting. Simultaneously, a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Persons with Meeting Right, until the end of the meeting.

27 Dissolution and Liquidation

- 27.1. 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 at a General Meeting this must be stated in the notice of such meeting.
- 27.2. If the Company is dissolved pursuant to a resolution of the General Meeting, the Management Board members shall become liquidators of the dissolved Company's property. The General Meeting may decide to appoint other persons as liquidators.
- 27.3. During liquidation, to the extent possible the provisions of these articles of association shall continue to apply.
- 27.4. The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.

Final statement

Finally, the person appearing has declared that as per the date of execution of this deed the issued and fully paid up capital of the Company amounts to fifty-five million two hundred eighteen thousand nine hundred twenty eight euro and sixty eurocents (EUR 55,218,928.60), consisting of five hundred fifty-two million one hundred eighty-nine thousand two hundred eighty-six (552,189,286) shares with a nominal value of ten eurocents (EUR 0.10) each, numbered 1 up to and including 552,189,286.

End

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

This deed was executed in Amsterdam, the Netherlands, on the date stated in the first paragraph of this deed. The contents of the deed have been stated and clarified to the person appearing. The person appearing has declared not to wish the deed to be fully read out, to have noted the contents of the deed timely before its execution and to agree with the contents. After limited reading, this deed was signed first by the person appearing and thereafter by me, civil law notary.