

NOTE: THIS IS A TRANSLATION INTO ENGLISH OF THE DEED OF AMENDMENT OF THE ARTICLES OF ASSOCIATION (*STATUTEN*) OF A LIMITED LIABILITY COMPANY (*NAAMLOZE VENNOOTSCHAP*). IN THE EVENT OF A CONFLICT BETWEEN THE ENGLISH AND DUTCH TEXTS, THE DUTCH TEXT SHALL PREVAIL.

**DEED OF AMENDMENT ARTICLES OF ASSOCIATION  
GENEBA PROPERTIES N.V.**

On this the [ ] day of [ ] two thousand and fifteen, appeared before me, Marcel Dirk Pieter Anker, civil law notary at Amsterdam:

[ ].

The person appearing declared that the general meeting of shareholders of **Geneba Properties N.V.**, a public limited liability company (*naamloze vennootschap*), having its corporate seat at Amsterdam (address: 1077 AS Amsterdam, Apollolaan 153, trade register number: 58355103), held on the [thirteenth] day of [May] two thousand and fifteen has resolved to partially amend the articles of association of the company.

The articles of association were last amended by deed executed on the twentieth day of March two thousand and fourteen before Hendrikus Johannes Portengen, civil law notary at Rotterdam.

Further to this resolution the person appearing stated that the articles of association of the aforementioned company are partially amended as follows:

**I. Article 4 paragraph 1 is hereby amended and shall read as follows:**

"4.1 The authorized capital of the Company equals five million eight hundred thousand euro (EUR 5,800,000).".

**II. Article 4 paragraph 2 is hereby amended and shall read as follows:**

"4.2 The authorized capital of the Company is divided into two hundred ninety million (290,000,000) Shares with a nominal value of two eurocents (EUR 0.02) each.".

**FINAL PROVISION**

Finally, the person appearing declared that he has been appointed by the general meeting to lay down and confirm the amendment of the articles of association by notarial deed.

**CONCLUSION**

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

This deed was executed in Amsterdam on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the deed in substance to the person appearing, he declared that he had taken note of the contents of the deed, was in agreement with the contents and did not wish them to be read out in full. Following a partial reading, the deed was signed by the person appearing and by me, civil law notary.