

## AMENDMENT OF THE ARTICLES OF ASSOCIATION

Informal translation

Draft dated 6 April 2009

On the [\*\*]

two thousand and nine, appearing before me,  
Martine Bijkerk, a civil-law notary in Amsterdam, is:

[\*\*]

The person appearing declared that:

- the latest amendment to the articles of association of the company with limited liability (*naamloze vennootschap*): Vimetco N.V., with registered office in Amsterdam (“**Company**”) has been executed on the sixth day of July two thousand and seven before M. Bijkerk, civil-law notary in Amsterdam;
- the general meeting of shareholders of the Company has resolved to amend the articles of association of the Company;
- furthermore it is resolved to authorize the person appearing to sign the deed of amendment of the articles of association;
- evidence of said resolutions is by means of a shareholders resolution to be attached to this instrument.

In order to carry out said resolution the person appearing subsequently declared to amend the articles of association of the Company as follows:

**Article 3 paragraph 2 will read as follows:**

- 3.2. With a view to the purchase or acquisition by others of Shares in its capital or Depository Receipts, the Company may not provide security, give a price guarantee, warrant performance in any other manner of bind itself severally or otherwise beside or in behalf of others. With a view to the purchase or acquisition by others of Shares in its capital or Depository Receipts, the Company may not grant loans, unless the Board resolves as such and the provisions stipulated in section 2:98c of the Dutch Civil Code are complied with. This prohibition will not be applicable in case the Shares or Depository Receipts will be purchased or acquired by or on behalf of employees of the Company or of a Group Company.

**Article 8 paragraph 1 subparagraph b will read as follows:**

- 8.1. b. the nominal amount of the Shares to be acquired in its capital held or held in pledge by the Company itself or held by a Subsidiary, will not exceed fifty percent (1/2) of the issued capital.

**Article 14 paragraph 2 will read as follows:**

- 14.2. The Board will consist of at least three (3) but not more than fourteen (14) members. The General Meeting will fix the number of members the Board. The appointment, the dismissal and the suspension of members of the Board

have been laid down in article 15 of the present articles of association. The General Meeting may grant the title "Executive member of the Board" or "Non-Executive member of the Board" to members of the Board, taking into account that no more than five (5) members of the Board will be granted the title "Executive member of the Board" and no more than nine (9) the title "Non-Executive member of the Board".

The General Meeting may – in addition - grant Executive members of the Board the title of chief executive officer (CEO) and/or chief financial officer (CFO) of the Company. If the General Meeting has not granted this title, the Board may grant the title of chief financial officer (CFO) to an employee of the Company.

**Article 16 paragraph 1 will read as follows:**

- 16.1. The Company will be represented by:
- a. the Board; or
  - b. by any of the Executive members of the Board, acting together with:
    - (i) an other Executive member of the Board; or
    - (ii) a person to whom the Board has granted the title of chief financial officer (CFO) of the Company.

**Article 25 paragraph 2 will read as follows:**

- 25.2. Within four (4) months after the end of the financial year the Board shall compile the Annual Accounts.

**Final statement**

Finally the person appearing declared that according to a ministerial order which is to be attached to this instrument, the ministerial declaration of no-objection has been granted on the [\*\*] day of [\*\*] two thousand and nine under number B.V. [\*\*].

**CONCLUSION**

The person appearing in connection with this deed is known to me, a civil-law notary, and the identity of the person appearing has been established by me, a civil-law notary, on the basis of the above-mentioned document which is designated for such purpose.

**THIS DEED**

is executed in Amsterdam on the date stated at the head of the deed.

The substance of this deed and an explanation of the deed have been communicated to the person appearing, who has expressly taken cognisance of its contents and has agreed to its limited reading.

After a limited reading in accordance with the law, this deed was signed by the person appearing and by me, a civil-law notary.