

**RELX N.V.**

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**Unofficial Translation**

**Deed of Amendment Articles of Association**

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**UNOFFICIAL TRANSLATION**  
**DEED OF AMENDMENT ARTICLES OF ASSOCIATION**

**RELX N.V.**

On the twenty-eight day of June two thousand and eighteen, appears before me, [●], notaris (civil-law notary) practising in Amsterdam:

[●]

The person appearing declares that on the twenty-eight day of June two thousand and eighteen, the general meeting of **RELX N.V.**, a public limited company, with corporate seat in Amsterdam, the Netherlands, and address at Radarweg 29, 1043 NX, Amsterdam, the Netherlands, trade register number 33155037, resolved to amend the articles of association of this company and to authorise the person appearing to execute this deed.

Pursuant to those resolutions the person appearing before me declares that the articles of association of the Company will be amended as follows:

I. The definition of "Share" included in article 1.1. will be amended and will read as follows:

"Share" means each ordinary share and each ordinary B share in the share capital of the Company;

II. Article 4.2. will be amended and will read as follows:

4.2. It is divided into one billion two hundred million (1,200,000,000) ordinary shares and eight hundred million (800,000,000) ordinary B shares, with a nominal value of seven eurocent (€0.07) each.

III. Article 4.5. will be amended and will read as follows:

4.5. If the holder of a sub share acquires such number of sub shares that he holds an aggregate number of one thousand (1,000) sub shares, each number of one thousand (1,000) sub shares held by such Shareholder shall be converted into an ordinary share by operation of law.

IV. A new article 4.6. will be included in the articles of association of the Company, which article will read as follows:

4.6. With the written consent of the holder of one or more ordinary shares, the Board may decide to convert one or more ordinary shares into the same number of ordinary B shares. An ordinary B share can be converted into an ordinary share by resolution of the Board. The conversion becomes effective at the moment the resolution is adopted. The Board shall forthwith deposit a declaration of the conversion at the trade register.

V. A new Chapter XII. will be added to the articles of association of the Company directly after article 43, which will read as follows:

## “CHAPTER XII. CROSS-BORDER MERGER WITHDRAWAL RIGHT.

### Article 44. Formula on the basis of section 2:333h of the Dutch Civil Code.

44.1 If the Company merges into RELX PLC in accordance with the common draft terms of merger, as drawn up by the Board and the board of directors of RELX PLC (the “**Merger Proposal**”), the compensation per RELX NV Exit Share (as defined below) shall be determined by the Board and the board of RELX PLC jointly in accordance with the following formula:  $X / Z$ , whereby:

**X:** means the cash proceeds realised by RELX PLC from an offering of a number of newly issued RELX PLC shares (the “**Cash Compensation Funding Shares**”) equal to the aggregate number of RELX NV Exit Shares, such offering to be conducted by RELX PLC after the end of the Withdrawal Period;

**Z:** means the total number of RELX NV Exit Shares;

**RELX NV Exit Shares** means the Shares (including any Shares that has been converted pursuant to article 4.6) for which pursuant to section 2:333h and 2:333i of the Dutch Civil Code, a compensation needs to be paid by or on behalf of the Company upon request thereto and in accordance with the terms and conditions of the Merger Proposal; and

**Withdrawal Period** means the period during which Shareholders can file a request for compensation in accordance with section 2:333h of the Dutch Civil Code.

The offering of Cash Compensation Funding Shares shall take place, and the compensation shall be paid in accordance with the terms and conditions of the Merger Proposal.

44.2 In deviation of article 44.1 and in case the number of RELX NV Exit Shares (as defined in article 44.1) represents one percent (1%) or less of the total issued and outstanding share capital of the Company on the last day of the Withdrawal Period, the Board shall determine the compensation on the basis of the volume weighted average price (VWAP) of a RELX PLC share traded on the London Stock Exchange over a period of five trading days prior to the merger becoming effective.”

Finally the person appearing declares that at the time of execution of this deed, the issued share capital of the company amounts to [●] euro (EUR [●])

A document in evidence of the resolutions, referred to in the head of this deed, is attached to this deed.

The original copy of this deed was executed in Amsterdam, on the date mentioned at the top of this deed. I summarised and explained the substance of the deed. The person appearing before me confirmed having taken note of the deed's contents and having agreed to a limited reading of the deed. I then read out those parts of the deed that the law requires. Immediately after this, the person appearing before me, who is known to me, and I signed the deed.