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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM S-8  
REGISTRATION STATEMENT**  
*Under  
THE SECURITIES ACT OF 1933*

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**InterXion Holding N.V.**  
(Exact name of registrant as specified in its charter)

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**The Netherlands**  
(State or other jurisdiction of  
incorporation or organization)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

**Tupolevaan 24  
1119 NX Schiphol-Rijk  
The Netherlands**  
(Address of Principal Executive Offices)

**Not Applicable**  
(Zip Code)

**InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan**  
(Full title of the plan)

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**CT Corporation System  
111 Eighth Avenue  
New York, New York 10011  
United States**  
(Name and address of agent for service)

**(212) 894-8940**  
(Telephone number, including area code, of agent for service)

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**Copy to:  
Tracy K. Edmonson  
Latham & Watkins LLP  
99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
+44.20.7710.5810**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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**CALCULATION OF REGISTRATION FEE**

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<b>Title of Securities to be Registered</b>	<b>Amount to be Registered (1)</b>	<b>Proposed Maximum Offering Price Per Share</b>	<b>Proposed Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee</b>
Ordinary Shares, €0.10 nominal value per share	1,738,000	\$44.92(2)	\$78,070,960.00(2)	\$9,048.43

- (1) This Registration Statement covers 1,738,000 ordinary shares of InterXion Holding N.V. (the "Registrant"), €0.10 nominal value per share (the "Ordinary Shares") in regards to which performance shares may be awarded pursuant to the InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan (the "Plan"). Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), there shall also be deemed registered hereby such additional number of ordinary shares of the Registrant as may be offered or issued to prevent dilution resulting from stock splits, dividends or similar transactions. The Ordinary Shares may be issued under either the Plan or the InterXion Holding N.V. 2013 Amended International Equity Based Incentive Plan (the "2013 Plan"). The issuance of the Ordinary Shares under the 2013 Plan was previously registered on June 2, 2014 (see Registration Statement on Form S-8 (File No. 333-196447)).
- (2) Calculated solely for the purpose of determining the registration fee pursuant to Rule 457(h) and Rule 457(c) under the Securities Act, based upon the average of the high and low sales prices for the Ordinary Shares as quoted on the New York Stock Exchange on May 26, 2017 of \$44.92 per share.
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## EXPLANATORY NOTE

InterXion Holding N.V. has prepared this Registration Statement in accordance with the requirements of Form S-8 under the Securities Act to register Ordinary Shares issuable pursuant to the Plan. This Registration Statement is being filed in order to register Ordinary Shares which may be offered or sold to participants under the Plan.

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The Registrant will send or give the documents containing the information specified in Part I of Form S-8 to Plan participants as specified by Rule 428(b) (1) under the Securities Act. The Registrant does not need to file these documents with the Securities and Exchange Commission (the "Commission") either as a part of this Registration Statement or as prospectuses or prospectus supplements under Rule 424 of the Securities Act.

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

##### **Item 3. Incorporation of Documents by Reference**

The following documents, filed with the Commission by the Registrant, are incorporated by reference into this Registration Statement:

- (1) The Registrant's annual report on Form 20-F for the fiscal year ended December 31, 2016 filed on March 30, 2017;
- (2) The Registrant's current reports on Form 6-K filed on January 4, 2017, March 9, 2017, March 17, 2017, and May 3, 2017 (accepted 7:49 a.m.); and
- (3) The description of the Registrant's Ordinary Shares contained in its Registration Statement on Form 8-A filed with the Commission on January 25, 2011 pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which incorporates by reference the description of the Registrant's Ordinary Shares set forth under "Description of Capital Stock" in the Registrant's Registration Statement on Form F-1 (File No. 333-171662), as amended, which was originally filed with the Commission on January 12, 2011.

In addition, all documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all the securities offered hereby have been sold or which deregisters all securities then remaining unsold, including any Form 6-K which the Registrant files with the Commission wherein such Form 6-K is expressly incorporated by reference into this Registration Statement, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of the filing of such documents with the Commission.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

##### **Item 4. Description of Securities**

Not required to be filed with this Registration Statement.

##### **Item 5. Interests of Named Experts and Counsel**

Not Applicable.

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**Item 6. Indemnification of Directors and Officers**

Under Dutch law, indemnification provisions may be included in the articles of association. Accordingly, the Registrant's articles of association, as amended on January 20, 2012, provide that the Registrant shall indemnify the members of the board of directors and the former members of the board of directors for damages, fines and various costs and expenses related to claims brought against them in connection with the exercise of their duties. However, there shall be no entitlement to reimbursement if and to the extent that (i) the laws of the Netherlands would not permit such indemnification; (ii) a Dutch court has established in a final and conclusive decision that the act or failure to act of the person concerned may be characterized as willful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*), unless Dutch law provides otherwise or this would, in view of the circumstances of the case, be unacceptable according to standards of reasonableness and fairness, or (iii) the costs, damages or fines payable by the person concerned are covered by any liability insurance and the insurer has paid out the costs or financial loss. The Registrant may take out liability insurance for the benefit of the directors, and may enter into indemnification agreements with the members of the board of directors to provide for further details on these matters.

**Item 7. Exemption from Registration Claimed**

Not Applicable.

**Item 8. Exhibits**

The following are the exhibits required by Item 601 of Regulation S-K:

<u>Exhibit Number</u>	<u>Description</u>
4.1	InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan.
5.1	Opinion of Loyens & Loeff.
23.1	Consent of KPMG Accountants N.V.
23.2	Consent of Loyens & Loeff (included in Exhibit 5.1).
24	Power of Attorney (included on signature page).

**Item 9. Undertakings**

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

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*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Amsterdam, The Netherlands, on May 31, 2017.

### INTERXION HOLDING N.V.

By /s/ David C. Ruberg  
Name: David C. Ruberg  
Title: Chief Executive Officer

We, the undersigned officers and directors of InterXion Holding N.V., hereby severally constitute and appoint David C. Ruberg, our true and lawful attorney, with full power to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable InterXion Holding N.V. to comply with the provisions of the Securities Act, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ David C. Ruberg</u> David C. Ruberg	Chief Executive Officer and Executive Director (Principal Executive Officer)	May 31, 2017
<u>/s/ M.V. "Josh" Joshi</u> M.V. "Josh" Joshi	Chief Financial Officer (Principal Financial and Accounting Officer)	May 31, 2017
<u>/s/ Jean F.H.P. Mandeville</u> Jean F.H.P. Mandeville	Chairman and Non-Executive Director	May 31, 2017
<u>/s/ Frank Esser</u> Frank Esser	Non-Executive Director	May 31, 2017
<u>/s/ Mark Heraghty</u> Mark Heraghty	Non-Executive Director	May 31, 2017
<u>/s/ Rob Ruijter</u> Rob Ruijter	Non-Executive Director	May 31, 2017
<u>/s/ Donald J. Puglisi</u> Donald J. Puglisi	Authorized Representative in the United States	May 31, 2017

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**EXHIBIT INDEX**

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4.1	InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan.
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24	Power of Attorney (included on signature page).





**TERMS AND CONDITIONS  
of the  
INTERXION HOLDING N.V.  
2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN**

Adopted by the Board on 13 May 2017

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INTERXION HOLDING N.V. 2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN  
EFFECTIVE DATE: 13 MAY 2017

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**Preamble**

In order to encourage, motivate and reward the Participant (as defined hereafter) for his contributions to the profitable growth of the Company (as defined hereafter) and its Group Companies (as defined hereafter), and to align the interests of the Participant with the interests of the shareholders of the Company, the Company wishes to operate this incentive scheme, whereby Performance Shares (as defined hereafter) may be awarded to the Participant from time to time under the terms and conditions of this Plan.

In accordance with the recommendation of the Compensation Committee (as defined hereafter) the Plan has been adopted by the Board on 13 May 2017.

**1 Definitions**

1.1 In this Plan, the following definitions shall have the meaning set forth below unless explicitly expressed otherwise.

<b>Award</b>	means the number of Performance Shares awarded to the Participant pursuant to this Plan and the Award Agreement;
<b>Award Agreement</b>	means the signed written agreement between the Participant and the Company setting out the details of an Award in the form described in Article 5.1 of the Plan;
<b>Award Date</b>	means the date on which an Award is made to the Participant as specified in the relevant Award Agreement;
<b>Award Year</b>	means the calendar year from 1 January until 31 December in which the Award is made to the Participant;
<b>Board</b>	means the board of directors of the Company (including the executive and non-executive directors);
<b>Cash Settlement</b>	means the opportunity available to the Participant to initiate an immediate sale of the Shares by the Company on his account;

INTERXION HOLDING N.V. 2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN  
EFFECTIVE DATE: 13 MAY 2017

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<b>Cause</b>	means (i) convicted of committing any felony under applicable criminal law, or (ii) a breach of any material fiduciary duty or act of dishonesty, fraudulent misrepresentation or moral turpitude which violation, breach or act has or may be reasonably be expected to have a material detrimental impact on the business of the Company or any Group Company, or prevents or materially impairs or may reasonably be expected to prevent or materially impair the Participant's effective performance of his duties for the Company or any Group Company;
<b>Change of Control</b>	means (i) any merger or consolidation of the Company with or into any other person or any stock purchase or sale, reorganization, recapitalization or other transaction, in each case, in one transaction or a series of related transactions, if, immediately after giving effect to such transaction(s), any person or a group of persons under Common Control, not currently controlling the Company acquires Common Control of the Company or of its transferee(s) or surviving persons; (ii) any sale, transfer or other conveyance, whether direct or indirect, of all or substantially all of the assets of the Company, on a consolidated basis, in one transaction or a series of related transactions;
<b>Common Control</b>	means, with respect to any person, the power to control, directly or indirectly, greater than 50% of the voting interest of all shares by such a person or the ability to appoint or elect more than 50% of the board of directors or other equivalent governing board by such a person, whether such power is effected through ownership of shares or other securities, by contract, by proxy or otherwise;
<b>Company</b>	means InterXion Holding N.V., a public company ( <i>naamloze vennootschap</i> ) incorporated under the laws of the Netherlands, currently having its registered seat at Amsterdam, the Netherlands, and its registered office at Tupolevlaan 24, 1119 NX Schiphol-Rijk, the Netherlands, registered with the Dutch Chamber of Commerce under the number 33301892, or any successor corporation;

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<b>Company's Articles</b>	means the articles of association of the Company as amended from time to time;
<b>Compensation Committee</b>	means the compensation committee of the Company that, amongst others, executes certain responsibilities of the Board relating to the review and approval of the Plan;
<b>Executive Director</b>	means the executive director ( <i>uitvoerend bestuurder</i> ) of the Company appointed by the General Meeting in accordance with the Company's Articles;
<b>Fair Market Value</b>	means the closing price ( <i>slotkoers</i> ) of a Share on the New York Stock Exchange (NYSE) on the date the fair market value is to be determined converted into Euros against the noon (Central European Time) exchange rate on that same date;
<b>General Meeting</b>	means the general meeting of shareholders of the Company;
<b>Group</b>	means (i) the Company together with companies which are under Common Control of the Company, or (ii) or any other company as resolved by the Board;
<b>Group Company</b>	means a company which forms part of the Group;
<b>Insider Trading Rules</b>	means the internal InterXion Holding N.V. Insider Trading Policy as published on the Company's website, as may be amended from time to time;
<b>Participant</b>	means the Executive Director as from the moment one or more Awards have been made to him under this Plan;

INTERXION HOLDING N.V. 2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN  
EFFECTIVE DATE: 13 MAY 2017

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<b>Performance Period</b>	means the three year period starting on 1 January of the Award Year and ending on 31 December of the third year after the starting date;
<b>Performance Share</b>	means a conditional right to receive one Share on the Vesting Date;
<b>Permanent Disability</b>	means the determination of the company doctor that the Participant is permanently unable to perform his work ( <i>volledig duurzaam arbeidsongeschikt</i> ) due to mental or physical disability;
<b>Plan</b>	means this InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan, as adopted by the Board and may be amended from time to time;
<b>Relative TSR Performance</b>	means the cumulative total shareholder return of the Company over the Performance Period, relative to the cumulative total shareholder return of the constituents of the S&P Small Cap 600 Index over the Performance Period, calculated on a percentile ranking basis, whereby the starting price is the average closing share price in the month of January of the Award Year and the closing price is the average closing share price in the month of December of the last year of the Performance Period. Total shareholder return includes share price performance and the re-investment of dividends, if applicable;
<b>Retirement</b>	means retirement on or after the Participant reaches the State pension age ( <i>AOW-gerechtigde leeftijd</i> );
<b>Share</b>	means an ordinary share in the capital of the Company with a nominal value of EUR 0.10 (ten Eurocents), or other nominal value as specified in the Company's Articles from time to time, and "Shares" shall be construed and interpreted accordingly;

INTERXION HOLDING N.V. 2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN  
EFFECTIVE DATE: 13 MAY 2017

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<b>Shareholder</b>	means a holder of legal title to Shares;
<b>Share Pool</b>	means the number of Shares available for awards made under all equity based incentive plans of the Company;
<b>Vesting</b>	means the satisfaction of the requirements of Article 6 of this Plan and “Vest” shall be construed and interpreted accordingly;
<b>Vesting Date</b>	means the date(s) on which an Award shall Vest, as determined in the Award Agreement.

**1.2** Where the context so requires and admits, singular expressions shall include the plural and *vice versa*, and all references to the masculine gender shall include the feminine and *vice versa*.

**1.3** The headings in this Plan are for the sake of convenience only and do not affect the interpretation of the Plan.

**2 Powers of and interpretation by the Board**

**2.1** On behalf of the Company, upon a proposal of the Compensation Committee, the Board shall have the right and the authority to:

2.1.1 authorise any person to execute, on behalf of the Company, any instrument required to affect Awards made pursuant to this Plan;

2.1.2 insofar as it is required in order to ensure continued compliance with statutory and/or regulatory requirements prescribe, amend and rescind the rules and regulations of or relating to this Plan unless, with respect to any previous Awards made to the Participant and without obtaining such Participant’s consent, such action would adversely materially affect the rights or position of the relevant Participant;

2.1.3 construe and interpret this Plan, any relevant Award Agreement and any other agreement or document executed pursuant to this Plan;

2.1.4 make such determinations as are deemed necessary or desirable for the proper administration of this Plan.

**2.2** Subject to compliance with Article 2.1 of this Plan, the Board’s interpretation and construction of any provision in this Plan or of any Award made under this Plan or of any Award Agreement shall be final and binding on all persons claiming an interest in any Award made under this Plan. The Board shall not be liable for any action or determination made in good faith with respect to this Plan.

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### **3 Eligibility**

- 3.1** Subject to applicable securities law and applicable Company rules and policies, the Executive Director is eligible to be granted Awards under this Plan.
- 3.2** No Award shall be made without the approval of the Board upon a proposal of the Compensation Committee.
- 3.3** Awards may be made to the Executive Director from the date his term as Executive Director commences.

### **4 Available Shares**

- 4.1** **Awards under this Plan shall be made from the Share Pool.**
- 4.2** The Share Pool consists of 5,273,371 Shares. The Share Pool covers awards made under all equity-based incentive plans of the Company. Taking into account the awards made under those plans, approximately 1,738,000 Shares are available for Awards under this Plan as from the date of adoption of this Plan. The Company shall at all times keep available sufficient authorised and unissued Shares or shall procure sufficient Shares to be available for transfer to satisfy the Vesting of all outstanding Awards.
- 4.3** Shares subject to awards that expire, terminate or are otherwise surrendered, cancelled or forfeited under other equity-based incentive plans shall be returned to the Share Pool.

### **5 Award**

- 5.1** Subject to Articles 2, 3 and 4 of this Plan, Awards may be made to the Executive Director by the Board upon a proposal of the Compensation Committee. Each Award shall be evidenced by an Award Agreement to be entered into between the Executive Director and the Company, setting forth the terms and conditions pertaining to the Award. Such Award Agreement shall be compliant with the tax and regulatory regime in the country in which the Executive Director resides and shall, together and concurrently with this Plan set out the rights and obligations pertaining to the Award subject to local legal and regulatory requirements.
- 5.2** The number of Performance Shares awarded shall be specified in the Award Agreement. The number of Shares to which the Participant is ultimately entitled under the Award is dependent on the Relative TSR Performance over the Performance Period as determined in accordance with Article 6.1 of the Plan.



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**5.3** During the Vesting period of the Award, the Participant is not entitled to conclude contracts or acquire instruments to hedge his financial position in the Awards acquired under this Plan.

### **6 Performance Adjustment, Vesting and Forfeiture**

**6.1** The number of Shares to which the Participant is ultimately entitled under the Award is dependent on the Relative TSR Performance over the Performance Period. The actual number of Shares to be awarded will be calculated as follows:

- 6.1.1 the number of Performance Shares made under the Award x 0%, if the Relative TSR Performance of the Company is ranked at a level below the 25<sup>th</sup> percentile performance of the constituents of the S&P SmallCap 600; or
- 6.1.2 the number of Performance Shares made under the Award x 25%, if the Relative TSR Performance of the Company is ranked at a level equal to the 25<sup>th</sup> percentile performance of the constituents of the S&P SmallCap 600; or
- 6.1.3 the number of Performance Shares made under the Award x 100%, if the Relative TSR Performance of the Company is ranked at a level equal to the 50<sup>th</sup> percentile performance of the constituents of the S&P SmallCap 600; or
- 6.1.4 the number of Performance Shares made under the Award x 175%, if the Relative TSR Performance of the Company is ranked at a level equal to or higher than the 75<sup>th</sup> percentile performance of the constituents of the S&P SmallCap 600,

whereby the actual number of Shares to be awarded for Relative TSR Performance between percentile levels is calculated on a linearly interpolated basis.

**6.2** Subject to Article 6.3 of this Plan, the number of Shares as calculated in accordance with Article 6.1 of this Plan shall Vest in two (2) equal annual instalments:

- 6.2.1 the first instalment (50%) will Vest upon approval of the number of Shares to be awarded to the Participant, as calculated in accordance with Article 6.1 of this Plan, at the Annual General Meeting in the year following the end of the Performance Period;
- 6.2.2 the second instalment (50%) will Vest on the (4) fourth anniversary of the Award Date.

**6.3** Except in the circumstances as described in Article 6.4 and Article 7.3 of this Plan, vesting of the Shares is subject to the Participant's continued appointment with the Company on the Vesting Date.

**6.4** In case of a Change of Control of the Company (including any of its successors) resulting in one of the following situations:

- 6.4.1 this Plan and/or the Award Agreement is terminated;

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6.4.2 the employment agreement or management agreement between the Participant and the Company (including any of its successors) is terminated by the Company (including any of its successors) other than for Cause; or

6.4.3 the Participant is offered a position which is a material demotion to the current position of the Participant,

all Performance Shares shall Vest immediately, whereby (i) in the event the calculation of Article 6.1 of this Plan has been performed and the ultimate number of shares to be awarded has been confirmed in writing to the Participant, the Participant shall be entitled to the number of Shares as calculated in accordance with Article 6.1 of this Plan, or (ii) in the event the calculation of Article 6.1 of this Plan has not been performed, the Participant will be entitled to the number of Shares that equals the number of the Performance Shares as set out in the Award Agreement.

## **7 Leaver provisions**

7.1 Unless provided otherwise in each relevant Award Agreement or in this Plan, the unvested portion of Awards made to the Participant shall immediately be forfeited if the Participant ceases to be the Executive Director. No claim for payment or compensation exists for the Participant in respect of such forfeiture.

7.2 If the Participant ceases to be the Executive Director for Cause, all Vested and unvested parts of Awards made to the Participant will immediately be forfeited.

7.3 If the Participant ceases to be the Executive Director as a consequence of (i) Retirement in mutual consultation with the Compensation Committee, (ii) Permanent Disability, or (iii) death of the Participant, the Participant or his heirs shall be entitled to a pro rata part, as calculated on a daily basis, of the unvested portion of Awards made to the Participant, for the period that the Participant was the Executive Director during the Performance Period, whereby the pro-rated number of Shares shall be adjusted in accordance with Article 6.1 of the Plan after the Performance Period, and will vest in accordance with the schedule as set out in Article 6.2 of the Plan.

7.4 If the issue of the actual number of Shares requires the prior approval of the General Meeting and such approval is withheld, the Participant or the Participant's heirs will receive an amount equal to the net proceeds of the sale of the Vested but unissued Shares as if these Shares would have been sold on the date of death or the date the Participant ceases to be the Executive Director.

## **8 Release of Shares**

8.1 As soon as practical following the Vesting Date of the Performance Shares, the Shares shall be released by the Company to the Participant.

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- 8.2** Where the Participant has opted for a Cash Settlement by means of an immediate sale of either all the Shares or sufficient Shares to cover taxes due upon the Vesting Date, the Company shall provide for a sale of the Shares immediately after Vesting upon request and on behalf of the Participant. If the Participant has requested the Company to sell the Shares, the Participant agrees that the Company will sell such Shares “at best price” at the risk and for the account of the Participant. When transferring the cash amount to the Participant, the Company will take into account Article 12 of this Plan.
- 9 Restrictions attached to Awards**
- 9.1** Each Award made to the Participant is strictly personal and shall, during the lifetime of the Participant, not be assignable or transferable. In the event of the Participant’s death, the Award held by the Participant shall be transferable to the Participant’s beneficiaries only by last will and testament or by the applicable laws of descent and distribution. Any other assignment or transfer shall be deemed to be null and void and Awards allegedly so assigned or transferred shall lapse with immediate effect.
- 9.2** The Participant shall have no rights as a Shareholder until the date on which such Shares have Vested. No adjustments and exceptions shall be made in connection with dividends (ordinary or extra-ordinary or whether in currency, securities, or other property), distributions or other rights accruing to Shareholders prior to the Vesting Date.
- 9.3** Each Award Agreement shall contain such other provisions as are deemed appropriate by the Board, upon a proposal of the Compensation Committee, including but not limited to:
- 9.3.1 restrictions on the Vesting of Shares and/or;
  - 9.3.2 restrictions on continued ownership of Shares following a termination of Board membership and/or;
  - 9.3.3 submission by the Participant of such forms and documents as the Company may reasonably require and/or;
  - 9.3.4 procedures to facilitate the payment of withholding taxes and social security charges in accordance with Article 12 of this Plan.
- 10 Corporate reorganisation**
- 10.1** The Board, upon a proposal of the Compensation Committee, shall be allowed (but for the avoidance of doubt, not obliged) to make adjustments to the class and number of Shares to which this Plan applies and/or any other aspect of this Plan in each case to prevent dilution or appreciation of the rights of the Participant in connection with any increase or reduction of Shares which were issued without the Company receiving adequate consideration in exchange, such as (but not limited to) the payment of a dividend, a stock split, a reverse stock split, a re-capitalisation, a combination, or reclassification or any other similar event. Upon any such adjustments being made, fractions of a Share shall not be issued but shall either be paid to the Participant in cash at Fair Market Value or shall be rounded down or up to the nearest Share.

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**10.2** Notwithstanding any other provision of this Plan (but subject to any approval required pursuant to the Company's Articles, agreements binding on the Company and applicable legislation), upon the Company's dissolution, liquidation, sale of all or substantially all of its assets, merger, split, consolidation, the occurrence of a similar event relating to the Company or in the event of a change of control or share-for-share exchange, the Board, upon a proposal of the Compensation Committee, shall have the power to (i) cancel on a cash-out basis any or all of the outstanding Awards immediately prior to such event; (ii) roll-over outstanding Awards to a new incentive arrangement; or (iii) make any other amendment as the Board deems fit with due regard of the outstanding rights of Participants.

**10.3** Except as expressly provided in this Article 10 of this Plan, the Participant shall not be afforded any rights whatsoever by reason of any capital or corporate reorganisation of the Group.

**10.4** Awards pursuant to this Plan shall not in any way affect the rights or power of the Company to affect any capital or corporate reorganisation.

**11 Amendment or termination of the Plan**

The Board, upon proposal of the Compensation Committee, may revise, amend, suspend or terminate this Plan in whole or in part including, without limitation, the adoption of any amendment deemed necessary or desirable to have the Awards comply with and be aligned to the rules and regulations imposed on the Company by a recognised stock exchange and to correct any inconsistency, defect or omission in the Plan or in any Awards pursuant to this Plan.

**12 Costs, tax and social security**

**12.1** All applicable personal tax and social security levies due, legal and professional fees incurred by the Participant upon and in relation to the Vesting and/or transfer of Shares shall be borne by the Participant.

**12.2** Upon Shares Vesting, the Company may require the Participant (prior to the Shares being sold) to remit to the Company an amount sufficient to satisfy all withholding tax and social security charges due in connection with the Award and/or Vesting or sale of Shares. The Company will have the right to withhold the required tax and social security due on the Shares from any payment made to the Participant.

**12.3** Should tax and/or social security levies arise in connection with the Awards as a result of changes in tax and/or social security legislation, the costs and risks arising out of such changes shall be borne by each relevant Participant.

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**13 Rights as an Executive Director**

**13.1** This Plan shall not be construed to give the Executive Director participating pursuant to this Plan the right to continue to be an Executive Director respectively.

**13.2** Any Award under this Plan shall not give rights to Awards under this Plan in the future.

**14 Notices**

**14.1** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Plan and each relevant Award Agreement must be in writing, in English and will be deemed to have been delivered:

14.1.1 upon receipt, when delivered personally;

14.1.2 upon receipt, provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party; or

14.1.3 five business days after deposit with an internationally recognised delivery service, in each case properly addressed to the party to receive the same at the addresses set out in each relevant Award Agreement or such other addresses as communicated in the manner set out above to the other party from time to time.

**15 Conflict with Award Agreement**

In the event of a conflict between the provisions of an Award Agreement and this Plan, the provisions of the Award Agreement shall prevail. Any conflicting or inconsistent term of this Plan shall be interpreted and implemented by the Compensation Committee in a manner consistent with the Award Agreement.

**16 Insider Trading**

**16.1** The Participant shall be subject to and bound by the terms and conditions of any internal Insider Trading Rules and statutory insider trading rules as well as other statutory or stock exchange rules that may be applicable in accordance with those rules. Such rules may limit the possibility to make Awards, dispose of Shares and other possible transactions with securities. The rules may be amended from time to time. Prior to any sale of Shares, the Participant must ensure that they have reviewed the rules as they apply at that time.

**16.2** The Participant is deemed to be familiar with and responsible for complying with any applicable Insider Trading Rules or any other information, guidance and /or regulations issued by the Company or relevant government or regulatory bodies. The Company shall incur no liability should the Participant act in breach of these Insider Trading Rules.

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**17 Governing law and jurisdiction**

**17.1** This Plan shall be governed by and shall be construed in accordance with the law of the Netherlands.

**17.2** The Company, Group Companies and the Participant irrevocably submit, in respect of any suit, action or proceeding related to the interpretation or enforcement of this Plan, to the exclusive jurisdiction of the courts of Amsterdam.

INTERXION HOLDING N.V. 2017 EXECUTIVE DIRECTOR LONG TERM INCENTIVE PLAN  
EFFECTIVE DATE: 13 MAY 2017

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POSTAL ADDRESS P.O. Box 71170  
1008 BD AMSTERDAM  
The Netherlands  
OFFICE ADDRESS Fred. Roeskestraat 100  
1076 ED AMSTERDAM  
The Netherlands  
TELEPHONE +31(0)20 578 57 58  
FAX +31(0)20 578 58 00  
INTERNET www.loyensloeff.com

To:  
InterXion Holding N.V.  
Tupolevlaan 24  
1119 NX Schiphol-Rijk  
The Netherlands

RE **Dutch law legal opinion – LTI Plan InterXion Holding N.V.**

REFERENCE 24540397

Amsterdam, 31 May 2017

Dear Sir, Madam,

## 1 INTRODUCTION

We have acted as special counsel on certain matters of Dutch law to the Company. We render this opinion in connection with the filing of a registration statement on Form S-8 under the U.S. Securities Act of 1933, as amended (the **Securities Act**), relating to the Shares (as defined below).

## 2 DEFINITIONS

2.1 Capitalised terms used but not (otherwise) defined herein are used as defined in the Schedules to this opinion letter or comprise the documents listed under the capitalised headers of Schedule 1 (Reviewed Documents).

2.2 In this opinion letter:

**Award Agreements** has the meaning defined in the 2017 Plan.

**Board** means the board of managing directors of the Company.

**Company** means InterXion Holding N.V., registered with the Trade Register under number 33301892.

**Execution Date** means any date on which a Deed of Issuance has been executed.

**Relevant Date** means the date of the Resolutions, the date of the Reviewed Documents and the date of this opinion letter.

The public limited company Loyens & Loeff N.V. is established in Rotterdam and is registered with the Trade Register of the Chamber of Commerce and Industry under number 24370566. Solely Loyens & Loeff N.V. shall operate as contracting agent. All its services shall be governed by its General Terms and Conditions, including, inter alia, a limitation of liability and a nomination of competent jurisdiction. These General Terms and Conditions have been printed on the reverse side of this page and may also be consulted via [www.loyensloeff.com](http://www.loyensloeff.com). The conditions were deposited with the Registry of the Rotterdam District Court on 1 July 2009 under number 43/2009.

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**Resolutions** means the Board Resolution and the Shareholders' Resolution.

**Reviewed Documents** means the documents listed in Schedule 1 (Reviewed Documents).

**SEC** means the Securities Exchange Commission.

**Shares** means the 1,738,000 ordinary shares in the capital of the Company that will be available for issuance by the Company pursuant to the 2017 Plan in accordance with its terms as referred to in the Registration Statement.

**Trade Register** means the trade register of the Chamber of Commerce in the Netherlands.

### 3 SCOPE OF INQUIRY

3.1 For the purpose of rendering this opinion letter, we have only examined and relied upon electronically transmitted copies of the executed Reviewed Documents and electronically transmitted copies of the following documents:

- (a) an excerpt of the registration of the Company in the Trade Register dated 30 May 2017 (the **Excerpt**);
- (b) the deed of incorporation of the Company dated 6 April 1998 (the **Deed of Incorporation**);
- (c) the deed of amendment and conversion of the articles of association (statuten) of the Company dated 11 January 2000;
- (d) the articles of association (statuten) of the Company dated 20 January 2012 (the **Articles**);
- (e) the management board by-laws (*directiereglement*) of the Company dated 8 June 2015 (the **By-Laws**);
- (f) the minutes of the general meeting of the Company dated 24 June 2016, including a decision to designate the Board for a period of 18 months to issue and grant rights to subscribe for 3,501,301 shares without pre-emptive rights accruing to shareholders in connection with the Company's employee incentive schemes (the **Shareholders' Resolution**);
- (g) the resolution of the Board adopted by email on 13 May 2017 to approve the 2017 Plan (the **Board Resolution**); and
- (h) all relevant pages of the shareholders' register (aandeelhoudersregister) of the Company (the **Shareholders' Register**).



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- 3.2 We have undertaken only the following searches and inquiries (the **Checks**) at the date of this opinion letter:
- (a) an inquiry by telephone at the Trade Register, confirming that no changes were registered after the date of the Excerpt;
  - (b) an inquiry by telephone at the bankruptcy clerk's office (*faillissementsgriffie*) of the court in Amsterdam, the Netherlands, confirming that the Company is not listed in the insolvency register;
  - (c) an online inquiry on the relevant website ([www.rechtspraak.nl](http://www.rechtspraak.nl)) of the EU Registrations with the Central Insolvency Register (*Centraal Insolventie Register*) confirming that the Company is not listed on the EU Registrations with the Central Insolvency Register; and
  - (d) an online inquiry on the relevant website (<http://eur-lex.europa.eu/>) of the Annex to Council regulation (EC) No 2580/2001, Annex I of Council regulation (EC) No 881/2002 and the Annex to Council Common Position 2001/931 relating to measures to combat terrorism, all as amended from time to time, confirming that the Company is not listed on such annexes.
- 3.3 We have not reviewed any documents incorporated by reference or referred to in the Reviewed Documents (unless included as a Reviewed Document) and therefore our opinions do not extend to such documents.

#### **4 NATURE OF OPINION**

- 4.1 We only express an opinion on matters of Dutch law and the law of the European Union, to the extent directly applicable in the Netherlands, in force on the date of this opinion letter, excluding unpublished case law, all as interpreted by Dutch courts and the European Court of Justice. We do not express an opinion on tax law, competition law, sanction laws and financial assistance. The terms "the Netherlands" and "Dutch" in this opinion letter refer solely to the European part of the Kingdom of the Netherlands.
- 4.2 Our opinion is strictly limited to the matters stated herein. We do not express any opinion on matters of fact, on the commercial and other non-legal aspects of the transactions contemplated by the Reviewed Documents and on any representations, warranties or other information included in the Reviewed Documents and any other document examined in connection with this opinion letter, except as expressly stated in this opinion letter.
- 4.3 In this opinion letter Dutch legal concepts are sometimes expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. For the purpose of tax law a term may have a different meaning than for the purpose of other areas of Dutch law.

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4.4 This opinion letter may only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Dutch law and be brought exclusively before the competent court in Rotterdam, the Netherlands.

4.5 This opinion letter is issued by Loyens & Loeff N.V. Individuals or legal entities that are involved in the services provided by or on behalf of Loyens & Loeff N.V. cannot be held liable in any manner whatsoever.

## **5 OPINIONS**

The opinions expressed in this paragraph 5 (Opinions) should be read in conjunction with the assumptions set out in Schedule 2 (Assumptions) and the qualifications set out in Schedule 3 (Qualifications). On the basis of these assumptions and subject to these qualifications and any factual matters or information not disclosed to us in the course of our investigation, we are of the opinion that as at the date of this opinion letter:

### **5.1 Shares**

The issuance of the Shares has been duly authorised and, when issued pursuant to a validly executed Deed of Issuance and fully paid in accordance with the Deed of Issuance, the Shares will be validly issued, fully paid, validly outstanding and non-assessable upon their issuance.

## **6 ADDRESSEES**

6.1 This opinion letter is addressed to you and may only be relied upon by you in connection with the transactions to which the Reviewed Documents relate and may not be disclosed to and relied upon by any other person without our prior written consent.

6.2 We hereby consent to the filing of this opinion letter with the SEC as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or any rules and regulations promulgated by the SEC.

Yours faithfully,

/s/ Loyens & Loeff N.V.

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**Schedule 1**

**REVIEWED DOCUMENTS**

- 1 The 2017 executive director long term incentive plan of the Company dated 13 May 2017, whereby various equity-based instruments may be awarded to Participants (as defined in the 2017 Plan) up to a total number of 5,273,371 ordinary shares in the capital of the Company (the **2017 Plan**).
- 2 A format award agreement as provided on 25 May 2017, between the Company and a participant under the 2017 Plan (a Participant), regarding the granting of options on new ordinary shares in the capital of the Company by the Company to a Participant (the **Award Agreement**).
- 3 A format private deed of issuance and transfer of shares as provided on 26 May 2017, by the Company to a Participant pursuant to the Award Agreement, in accordance with the 2017 Plan (the **Deed of Issuance**).
- 4 The registration statement on Form S-8, relating to the Shares, filed with the SEC on 31 May 2017 (the **Registration Statement**).

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**Schedule 2**

**ASSUMPTIONS**

The opinions in this opinion letter are subject to the following assumptions:

**1 Documents**

- 1.1 All signatures are genuine, all original documents are authentic and all copies are complete and conform to the originals.
- 1.2 The information recorded in the Excerpt is true, accurate and complete on the Relevant Date (although not constituting conclusive evidence thereof, this assumption is supported by the Checks) and will be true, accurate and complete on the Execution Date.
- 1.3 The information recorded in the Shareholders' Register is true, accurate and complete on the date of this opinion letter.
- 1.4 The Award Agreement and the Deed of Issuance will be validly executed in the form of the drafts referred to in paragraph 2 and 3 of Schedule 1 (Reviewed Documents) and will not be amended, supplemented, terminated, rescinded, nullified or declared void thereafter.
- 1.5 The Registration Statement has been filed with the SEC and declared effective pursuant to the Securities Act.

**2 Incorporation, existence and corporate power**

- 2.1 The Company has been duly incorporated as a *besloten vennootschap met beperkte aansprakelijkheid* (private limited liability company) and is, and shall on the Execution Date be, validly existing as a *naamloze vennootschap* (public limited liability company) under Dutch law.
- 2.2 The Company has not been, and on the Execution Date shall not have been, dissolved (*ontbonden*), merged (*gefuseerd*) involving the Company as disappearing entity, demerged (*gesplitst*), converted (*omgezet*), granted a suspension of payments (*surseance verleend*), subjected to emergency regulations (*noodregeling*) as provided for in the Act on financial supervision (*Wet op het financieel toezicht*), declared bankrupt (*failliet verklaard*), subjected to any other insolvency proceedings listed in Annex A or winding up proceedings listed in Annex B of Council Regulation (EC) No 1346/2000 on insolvency proceedings of 29 May 2000, listed on the list referred to in article 2 (3) of Council Regulation (EC) No 2580/2001 of 27 December 2001, listed in Annex I to Council Regulation (EC) No 881/2002 of 27 May 2002 or listed and marked with an asterisk in the Annex to Council Common Position 2001/931 of 27 December 2001 relating to measures to combat terrorism, as amended from time to time (although not constituting conclusive evidence thereof, this assumption is supported by the contents of the Excerpt and the Checks).

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- 2.3 The Articles are the articles of association (*statuten*) of the Company in force on the Relevant Date (although not constituting conclusive evidence thereof, this assumption is supported by the contents of the Excerpt) and will be the articles of association of the Company in force on the Execution Date.
- 2.4 The By-Laws are the by-laws of the Company in force on the Relevant Date and will be the by-laws of the Company in force on the Execution Date.

### **3 Corporate authorisations**

- 3.1 The Resolutions (a) correctly reflect the resolutions made by the relevant corporate body of the Company in respect of the transactions contemplated by the Reviewed Documents, (b) have been made with due observance of the Articles and the By-Laws and (c) are in full force and effect.
- 3.2 The Company has not, and will not have established, has not been, and will not have been requested to establish, nor is, or will be in the process of establishing any works council (*ondernemingsraad*) and there is, nor will be no works council, which has jurisdiction over the transactions contemplated by the Reviewed Documents.
- 3.3 Prior to each date of issuance of Shares under the 2017 Plan, all required resolutions to issue such Shares and the exclusion of any pre-emptive right in relation to the issuance of such Shares (as applicable) will have been (i) duly adopted and validly passed in accordance with applicable articles of association, by-laws and the 2017 Plan and (ii) have not been and will not be amended nullified revoked or declared null and void and any conditions and limitations contained therein will have been complied with.

### **4 Shares**

- 4.1 The authorised share capital (*maatschappelijk kapitaal*) of the Company will be sufficient at the date of each issue of the Shares under the 2017 Plan.
- 4.2 The Shares will be issued, upon payment of the exercise price that shall be at least equal to the nominal value of the Shares, in accordance with the 2017 Plan and will be validly accepted by Cede & Co or the broker on its behalf (as the case may be).
- 4.3 No fractional Shares will be issued.

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**Schedule 3**

**QUALIFICATIONS**

The opinions in this opinion letter are subject to the following qualifications:

**1 Insolvency**

- 1.1 The opinions expressed herein may be affected or limited by the provisions of any applicable bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency regulations (*noodregeling*), other insolvency proceedings and fraudulent conveyance (*actio Pauliana*), and other laws of general application now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights.
- 1.2 Non-assessable has no equivalent legal term under Dutch law, but is interpreted to express that the shareholders cannot be required to make any further payments on their fully paid-up shares.

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**Consent of Independent Registered Public Accounting Firm**

To: The Board of Directors and Shareholders of InterXion Holding N.V.:

We consent to the use of our report dated March 30, 2017, with respect to the consolidated statements of financial position of InterXion Holding N.V. and subsidiaries as of December 31, 2016, 2015 and 2014, and the related consolidated income statements, and consolidated statements of comprehensive income, changes in shareholders' equity and cash flows for each of the years then ended, and the effectiveness of internal control over financial reporting as of December 31, 2016, incorporated herein by reference.

/s/ KPMG Accountants N.V.

Amstelveen, The Netherlands

May 31, 2017