

NOTE ABOUT TRANSLATION:

This document is an English translation of a document prepared in Dutch, which deed will be executed in the Dutch language. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

AMENDMENT TO THE ARTICLES OF ASSOCIATION

(Sensata Technologies Holding N.V.)

This [●] day of [●] two thousand eighteen, there appeared before me, Rudolf van Bork, civil law notary officiating in Amsterdam, the Netherlands:

[*employee of Loyens & Loeff N.V.*], employed at Fred. Roeskestraat 100, 1076 ED Amsterdam, the Netherlands.

The person appearing declared the following:

on the [●] day of [●] two thousand eighteen, the general meeting of **Sensata Technologies Holding N.V.**, a limited liability company (*naamloze vennootschap*) under Dutch law, having its official seat (*statutaire zetel*) in Hengelo, the Netherlands, and its registered office address at Jan Tinbergenstraat 80, 7559 SP Hengelo, the Netherlands, registered with the Dutch trade register under number 24192692 (**Company**), resolved to partially amend the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by an extract of the minutes of the extraordinary general meeting of the Company which shall be attached to this deed (**Annex**).

The articles of association of the Company were last amended by a deed, executed on the fourth day of August two thousand seventeen before R. van Bork, aforementioned civil law notary.

In implementing the aforementioned resolution, the articles of association of the Company are hereby amended as follows:

Amendment A

After Article 40 a new Article 41 is inserted, which, including its heading, shall read as follows:

“Article 41. Withdrawal right and criterion pursuant to article 2:333h of the Dutch Civil Code.

If the Company merges into Sensata Technologies Holding plc (**Sensata-UK**) in accordance with the terms and conditions of the joint merger proposal dated the twenty-sixth day of October two thousand seventeen as drawn up by the Board and the board of directors of Sensata-UK (**Merger Proposal**), which Merger Proposal provides for an exchange ratio applicable to such merger of one (1) share in the capital of Sensata-UK in exchange for one (1) share in the capital of the Company, the compensation per share which, pursuant to article 2:333h of the Dutch Civil Code, may be requested for by the Shareholders who voted against the aforementioned merger instead of acquiring shares in the capital of Sensata-UK, is determined by the Board on the following basis:

the average closing price per Share provided on a daily basis by the New York Stock Exchange over a period of the last twenty (20) trading days immediately prior to the date the merger becomes effective.

The aforementioned compensation shall be paid in accordance with the terms and conditions of the Merger Proposal.”

At the same time, Article 41 (old) is renumbered into Article 42 (new).

Amendment B

Article 1.1 is amended by inserting the following new definitions in a way that the definitions will remain listed in alphabetic order:

“**Merger Proposal** means the merger proposal as referred to in Article 41.

Sensata-UK means the company as referred to in Article 41.”

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.