

**Unofficial translation of the
CONTINUOUS TEXT
after amendment of the articles of association of
Stichting The British School of Amsterdam,**

dated 13 December 2016

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SL/RC/FvH/60014846

STICHTING THE BRITISH SCHOOL OF AMSTERDAM

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

Unofficial translation of the articles of association of Stichting The British School of Amsterdam as they read per the execution of a notarial deed of amendment of the articles of association on 13 December, 2016, before Robert Collenteur, assigned civil-law notary, authorized to execute deeds in the protocol of Saskia Laseur-Eelman, civil-law notary in Amsterdam.

ARTICLES OF ASSOCIATION:

CHAPTER 1.

Article 1. Definitions.

- 1.1 In these Articles of Association, the following terms shall have the following meaning:
- Foundation** means the Foundation, the internal organization of which is governed by these Articles of Association.
 - Management Board** means the management board of the Foundation.
 - Parent Organization** means the body of the Foundation referred to as such in Article 19.
 - Supervisory Board** means the supervisory board of the Foundation.
 - Works Council** means the body of the Foundation referred to as such in Article 21 and to be established according to the Works Council Act.
- 1.2 A message **in writing** means a message transmitted by letter, by e-mail or by any other means of electronic communication provided the relevant message or document is legible and reproducible, and the term **written** shall be construed accordingly.
- 1.3 References to **Articles** refer to articles which are part of these Articles of Association, except where expressly indicated otherwise.

CHAPTER 2. NAME, OFFICIAL SEAT, OBJECTS, PROPERTY, RESOURCES AND BODIES.

Article 2. Name and Official Seat.

- 2.1 The Foundation's name is: Stichting The British School of Amsterdam.
- 2.2 The official seat of the Foundation is in the municipality of Amsterdam.
- 2.3 The Foundation's aim is to be a tax-approved general interest institution and does not aim to make any profit.

Article 3. Objects and Property.

- 3.1 The objects of the Foundation are:
- (a) to provide nursery, primary, secondary and other education in The Netherlands in accordance with such system as is customary in England and Wales, said education being administered mainly in the English language;
 - (b) and all that is directly or indirectly beneficial for that goal in the broadest sense.
- 3.2 The Foundation shall pursue its objects by, among other things, establishing and maintaining one or more schools or constituent departments of such school(s), which schools or constituent parts thereof shall adhere to educational patterns similar to those that are customary in England and Wales for children in similar age brackets. The organization and education of such school(s) or departments shall adhere to the standards for inspection of independent schools customary in England and Wales and submit itself to such inspection or that of other similar school accreditation organizations according to customary practice in England and Wales.
- 3.3 The property of the Foundation shall serve to pursue its objects.

Article 4. Resources.

The Foundation's resources shall consist of:

- (a) school and tuition fees;
- (b) endowments and any other assets and income being obtained from testamentary dispositions and specific bequests;
- (c) the revenue of investments;
- (d) such income as the Foundation acquires;
- (e) any other income being accrued.

Article 5. Bodies of the Foundation.

The Foundation shall comprise the following bodies:

- (a) the Management Board;
- (b) the Supervisory Board;
- (c) the Parent Organization; and
- (d) the Works Council.

CHAPTER 3. THE MANAGEMENT BOARD.

Article 6. Members of the Management Board.

- 6.1 The Management Board shall consist of one or more members. The number of members of the Management Board, if more than one, shall be determined by the Supervisory Board.
- 6.2 Members of the Management Board shall be appointed, suspended or dismissed by a decision of the Supervisory Board, in accordance with the law, in a meeting where two-thirds of the Supervisory Board members are present or represented, and with a majority vote of at least two-thirds of the votes cast. If in this meeting the required two-thirds of the Supervisory Board members is not present, a second meeting shall be held within fourteen days after the first meeting where, per Article 16.2, regardless of the number of Supervisory Board members present, a majority vote of two-thirds attending such second meeting shall be decisive.

- 6.3 One member of the Management Board shall be appointed as Chairperson of the Management Board by a decision of the Supervisory Board taken in accordance with Article 6.2. The Chairperson of the Management Board shall be called the 'Principal' of the school. A deputy Chairperson shall be appointed by a decision the Supervisory Board taken in accordance with Article 6.2, to assume the duties of the Chairperson of the Management Board if he or she should become unable to perform his or her duties.
- 6.4 Appointment of a member of the Management Board shall take place on the basis of a publicly made selection process and a publicly available job description, established by the Supervisory Board, listing the qualities and expertise a member of the Management Board must meet. The job description shall be regularly updated by the Supervisory Board, in any case when there is a vacancy in the Management Board.
- 6.5 The performance of the Management Board and its individual members shall be evaluated by the Supervisory Board annually. The evaluation process shall be specified in a Code of Conduct for the Management Board.

Article 7. Duties and Powers, Decision-Making and Division of Responsibilities.

- 7.1 The Management Board shall be entrusted with the management of the Foundation and its schools.
- 7.2 The general duties of the Management Board include, inter alia:
- (a) to ensure that the Foundation and its school(s) comply with applicable laws and rules (including health and safety rules);
 - (b) to propose to the Supervisory Board the mission of the school;
 - (c) to establish a strategic plan and specific goals for the school;
 - (d) to achieve the mission, plan and specific goals of the school, and to inform and report to the Supervisory Board, and annually to the Parent Organization, whether the mission, plan and goals have been achieved;
 - (e) the selection of a professional Management Team;
 - (f) the development, implementation and execution of a (short, middle and long term) planning and control system for the operation of the school;
 - (g) the development and adherence to good management of the school.
- 7.3 The Management Board may assign, under its oversight and subject to its responsibility, some of its tasks to the Management Team. The Management Team shall be appointed by the Management Board after prior approval of the Supervisory Board. The Management Team shall consist of, in any case, the Head of each school (e.g. Nursery School, Primary School and Secondary School). Appointment of a member of the Management Team shall take place on the basis of a publicly made selection process and a publicly available job description, listing the qualities and expertise a member of the Management Team must meet. The job description shall be regularly updated by the Management Board, and in any case when there is a vacancy in the Management Team. The functioning of the Management Team and its individual members shall be evaluated annually by the Management Board.

- 7.4 The Management Board shall comply with any and all of its obligations vis a vis the Works Council under the Works Council Act. The Management Board shall comply with any and all of its obligations vis a vis the Parent Organization as stipulated in these Articles of Association and/or in covenants.
- 7.5 The Management Board shall be authorized in compliance with the provisions set out in Article 10 to enter into agreements to purchase, sell or encumber registered property, to enter into agreements whereby the Foundation binds itself as surety or joint and several co-debtor or guarantees or secures the debts of a third party, and to represent the Foundation in such transactions.
- 7.6 The Management Board shall establish rules regarding its decision-making process and its working methods, not inconsistent with these Articles, in a Code of Conduct for the Management Board. The Code of Conduct for the Management Board is subject to prior approval of the Supervisory Board. The Code of Conduct may specify the duties for which each member of the Management Board in particular shall be responsible. The Supervisory Board may resolve that such rules and allocation of duties must be put in writing and that such rules and allocation of duties shall be subject to its approval.
- 7.7 The Management Board may adopt resolutions in writing at any time, provided that the proposal concerned is presented to all the members of the Management Board and none of them objects to this form of adopting resolutions.
- 7.8 Information provided by the Management Board shall be timely, consistent, accessible, and clear and apt to serve the needs of the relevant addressees.

Article 8. Representation.

- 8.1 The Foundation shall be represented by the Management Board. Each member of the Management Board shall also be authorized to represent the Foundation, subject to Article 9 and Article 10 hereof.
- 8.2 Subject to prior approval by the Supervisory Board, the Management Board may appoint officers with general or limited power to represent the Foundation. Each officer shall be competent to represent the Foundation, subject to the restrictions imposed on such officer. The Management Board shall determine each officer's title.

Article 9. Conflict of interest.

- 9.1 A member of the Management Board shall disclose to the Supervisory Board any paid or unpaid positions and advisory functions which involve the Foundation or may represent a conflict with the interests of the Foundation. A member of the Management Board shall further disclose to the Supervisory Board any direct or indirect pecuniary interest in a contract, proposed contract, or other matter between the Foundation and the member or other legal person related to or associated with the member.
- 9.2 A resolution of the Management Board with respect to a matter involving a conflict of interest with one or more members of the Management Board in a private capacity shall be subject to the prior approval of the Supervisory Board.

- 9.3 The member of the Management Board involved shall withdraw from a meeting of the Management Board during the consideration or discussion of matters subject to a conflict of interest involving that member.
- 9.4 The member of the Management Board involved shall not be authorized to represent the Foundation in respect of any matter subject to a conflict of interest involving that member.
- 9.5 In case of a conflict of interest between a member of the Management Board and the Foundation, the Foundation shall be represented by the Supervisory Board.

Article 10. Approval of Management Board Decisions.

- 10.1 The Supervisory Board shall require that the Management Board draw up and where necessary amend the following plans:
 - (a) an annual budget;
 - (b) a rolling long-range strategic plan for each school (e.g. Nursery School, Primary School, Secondary School); and
 - (c) possible other plans as determined from time to time by the Supervisory Board.
- 10.2 Without prejudice to the other Articles, decisions of the Management Board are subject to prior approval by the Supervisory Board, with respect to:
 - (a) Agreements with regard to payment of or the payment of an amount of money larger than ten thousand euro (EUR 10,000), as a single transaction or cumulatively in any twelve-month period to a single beneficiary, except payment of salaries, taxes, social security, and transfer of payments to other accounts of the Foundation, which amount can be revised yearly by a decision of the Supervisory Board to be made before the first week of the financial year;
 - (b) the acquisition, disposal, encumbrance, rental, or in any other manner availing of or allowing the use of enjoyment of registered property;
 - (c) entering into agreements for which the Foundation has to obtain a bank overdraft or loan of in total more than ten thousand euro (EUR 10,000), which amount can be revised yearly by a decision of the Supervisory Board to be made before the first week of the financial year;
 - (d) granting loans and taking out loans, not including the utilization of a bank overdraft granted to the Foundation;
 - (e) long-lasting direct or medium range co-operation with another organization or institution and the breaking off of such co-operation;
 - (f) entering into agreements under which the Foundation must commit itself as guarantor or surety or as joint and several debtor, warrant performance by a third party, or provide security for the debt of a third party;
 - (g) appointing officers as referred to in Article 8.2 and determining their authority or title;
 - (h) taking or bringing legal action including starting arbitration proceedings, with the exception of taking urgent legal measures which cannot be postponed;
 - (i) entering into or amending employment agreements in which remuneration is granted above that pursuant to existing regulations; and

- (j) making pension plans or schemes and granting pension rights above those pursuant to existing regulations.
- 10.3 The Supervisory Board may determine that any of the decisions referred to in Article 0 is not subject to its approval, if the Supervisory Board determines and notifies the Management Board in writing that the interest involved does not exceed a certain value.
- 10.4 The Supervisory Board is authorized to have other decisions of the Management Board than those set out in this Article 10 to be subject to its prior approval. Any such other decisions must be clearly explained in written notification to the Management Board.

CHAPTER 4. THE SUPERVISORY BOARD.

Article 11. Supervisory Board members.

- 11.1 The Foundation shall have a Supervisory Board consisting of a number of members to be determined by the Supervisory Board, provided that there are at least seven members. In case of vacancies, the Supervisory Board remains authorized to adopt any and all resolutions. In case of vacancies, the Supervisory Board will take the necessary steps to fulfill the vacancies.
- 11.2 The members of the Supervisory Board shall be appointed by the Supervisory Board, whereby:
 - (a) the Parent Organization shall have the right to make non-binding nominations for a minimum of one-third of the Supervisory Board members (rounded up to a whole number). The Parent Organization shall only nominate parents or guardians of children attending the Nursery, Primary, and/or Secondary schools;
 - (b) the Works Council shall have the right to make a non-binding nomination for one Supervisory Board member;
 - (c) the chairperson of the Supervisory Board will not be appointed on a nomination as mentioned above and will be a person that is neither a parent nor a guardian of children attending the Nursery, Primary, and Secondary schools;
 - (d) the remaining Supervisory Board members shall preferably not be a parent or guardian of children attending the Nursery, Primary, and Secondary schools;
 - (e) all new Supervisory Board members must, prior to their appointment, agree to abide by and sign a copy of the Code of Conduct referred to in Article 14.
- 11.3 After consultation with the Parent Organization, the Supervisory Board will make a role profile for the appointment of its members, including the members to be appointed on a nomination. This role profile will include that Supervisory Board members preferably are resident of The Netherlands, except a maximum of two Independent Supervisory Board members (not being the chairperson) who are expert in the education systems and policies in place in England and Wales. Further, the role profile will include the following areas of expertise to be represented in the Supervisory Board: financial or accountancy, human resources, health and safety management, legal, public relations/communication, primary education, and secondary education. The role profile

will include that a balance of gender is desirable and will include all further qualifications and expertise the Supervisory Board deems desirable.

- 11.4 Supervisory Board members shall be appointed for a term of not more than four years, and may be reappointed for one additional term of four years. For the purpose of continuity of the supervision by the Supervisory Board, the Supervisory Board shall establish a rotation schedule providing for the periodic retirement of the Supervisory Board members and shall be authorized to change such rotation schedule.
- 11.5 The Supervisory Board members that are not appointed on the basis of a nomination, shall be selected on the basis of publicly advertised job descriptions as established by the Supervisory Board.
- 11.6 All Supervisory Board members must act only in the interest of the Foundation and its school(s) and departments.
- 11.7 The following persons cannot be appointed as Supervisory Board members:
 - (a) employees of the Foundation, or persons that regularly provide goods or services to the Foundation;
 - (b) board members or employees of an organization involved in the determination of remuneration of employees;
 - (c) persons with a function that conflicts with the interest of the Foundation;
 - (d) family members in up- and down going bloodline to the third degree of an acting Management Board or Supervisory Board member.
- 11.8 A (candidate) Supervisory Board member shall disclose to the Management Board or Supervisory Board any paid or unpaid positions and advisory functions which involve the Foundation or may represent a conflict with the interests of the Foundation. A candidate Supervisory Board member shall further disclose to the Management Board or Supervisory Board any direct or indirect pecuniary interest in a contract, proposed contract, or other matter between the Foundation and the candidate member or member or other legal person related to or associated with the member. What entails a conflict of interest shall be specified in more detail in the Code of Conduct for the Supervisory Board.
- 11.9 The member involved shall withdraw from a meeting of the Supervisory Board during the consideration or discussion of any matters subject to a conflict of interest involving the member.
- 11.10 A Supervisory Board member shall cease to hold office:
 - (a) upon expiry of the period for which he/she was appointed or by his/her retiring in accordance with a rotation schedule as referred to in Article 11.4;
 - (b) upon voluntary resignation;
 - (c) upon removal from office by the Supervisory Board in accordance with Article 12;
 - (d) upon removal from office by the court in cases provided for by law;
 - (e) upon the appointment of a custodian to administer his/her affairs or upon a court decision pursuant to which one or more of his/her assets are placed under curatorship as a result of his/her physical or mental condition;

- (f) upon criminal conviction for a crime involving dishonesty, moral turpitude or offences against children;
- (g) upon his/her death;
- (h) upon his/her being declared bankrupt, applying for a suspension of payments or petitioning for application of the debt restructuring provision referred to in the Dutch Bankruptcy Act;
- (i) in case of a Supervisory Board member that was appointed on a nomination made by the Parents Organization: upon ceasing to be parent or guardian of children attending the Nursery, Primary, and/or Secondary schools, unless the Supervisory Board adopts a resolution that per that moment the relevant member will be considered to have been appointed in conformity with Article 11.2 sub d.

11.11 Supervisory Board members shall not receive any remuneration for their work, except reasonable reimbursement for expenditures incurred in performing the member's duties. The rules of reimbursement of the Supervisory Board shall be determined by the Supervisory Board, shall be made public and shall be published in the annual accounts.

11.12 The functioning of the Supervisory Board and its individual members shall be evaluated by the Supervisory Board annually. The way this evaluation shall be conducted shall be specified in a Code of Conduct for the Supervisory Board.

Article 12. Suspension and dismissal of Supervisory Board members.

12.1 Supervisory Board members may be suspended or dismissed by a decision of the Supervisory Board, in accordance with the law, for neglecting their duties, for other fundamental reasons affecting a member's ability or fitness to serve as a Supervisory Board member, if they regularly fail to attend to Supervisory Board meeting, or a material change of circumstances that result in the Supervisory Board member no longer being able to exercise his/her function effectively, in a meeting where two-thirds of the Supervisory Board members, except the Supervisory Board member concerned, are present with a majority vote of two-thirds, not including the Supervisory Board member concerned. If in this meeting the required two-thirds of the Supervisory Board members is not present, a second meeting shall be organized within 14 days after the first meeting where, regardless the number of Supervisory Board members present, a majority vote of two-thirds shall be decisive.

12.2 A suspension of a Supervisory Board member shall lapse if the Supervisory Board does not, within one month after the suspension, dismiss the Supervisory Board member on one of the grounds further to Article 12.1.

Article 13. Duties and Powers.

13.1 It shall be the duty of the Supervisory Board to supervise the Management Board and the general course of affairs in the Foundation and its schools. The Supervisory Board shall further assist the Management Board by giving advice. In performing its duties the Supervisory Board shall only act in accordance with the interests of the Foundation and its schools.

- 13.2 The Management Board shall furnish the Supervisory Board with all information necessary for it to perform its duties in a timely manner. This duty shall be described in more detail in the Code of Conduct of the Management Board.
- 13.3 The Supervisory Board shall periodically communicate with the Parent Organisation and the Works Council.
- 13.4 The Supervisory Board shall periodically, but at least once every five years, evaluate the governance model of the Foundation (including these Articles) and, where necessary, propose and adopt a revision of the governance model according to the relevant provisions of these Articles.
- 13.5 The Supervisory Board may seek assistance from experts where necessary. All reasonable costs of such expert assistance shall be borne by the Foundation.
- 13.6 The Supervisory Board may determine that one or more of the Supervisory Board members and or experts appointed by the Supervisory Board have admittance to the offices of the Foundation and these authorized persons be allowed to inspect the books and records of the Foundation subject to the applicable statutory law and regulations about the protection of privacy.

Article 14. Code of Conduct and Commissions.

- 14.1 The Supervisory Board shall draw up rules on the decision-making process and working procedures within the Supervisory Board, in addition to the provisions provided for in these Articles of Association, in a Code of Conduct for the Supervisory Board.
- 14.2 The Supervisory Board may establish an audit committee to advise the Supervisory Board about the Foundation's financial affairs, including the financial condition and financial management practices of the Foundation and the school(s) run by the Foundation. The Supervisory Board shall appoint the members of the audit committee and shall determine its composition, authority and working method in a code of conduct.
- 14.3 The Supervisory Board may establish a remuneration committee that advises the Supervisory Board about the policy with regard to salary, benefits, and other terms of employment of the Management Board. The Supervisory Board shall appoint the members of the remuneration committee and shall determine its composition, authority and working method in a code of conduct.
- 14.4 The Supervisory Board may decide to establish one or more other committees. The Supervisory Board shall determine their task, composition, authority and working method in a code of conduct.

Article 15. Chairperson and Secretary.

- 15.1 The Supervisory Board shall appoint one Supervisory Board member as chairperson. The Supervisory Board shall also, from among its members, appoint a deputy chairperson, who shall take over the duties and powers of the chairperson in the latter's absence.

- 15.2 The Supervisory Board shall also appoint a secretary of the Supervisory Board, whether or not from among its members, and make arrangements for his/her substitution in case of absence.
- 15.3 The Supervisory Board shall be represented by the chairperson or the deputy chairperson.

Article 16. Supervisory Board Meetings.

- 16.1 Supervisory Board meetings shall be held whenever the chairperson, two Supervisory Board members, or the Management Board deems such necessary, but at least six times per year. All Supervisory Board meetings shall take place within the dates of the regular school term, except for matters of greatest urgency that must be addressed immediately.
- 16.2 The chairperson of the Supervisory Board, or upon his/her request the Management Board, shall invite the Supervisory Board members for a Supervisory Board meeting on at least seven days' notice, except in matters of urgency. The time of the meeting, the place of the meeting within the municipality of Amsterdam, the convocation and the agenda shall be determined by the chairperson or, in his absence, by the deputy-chairperson or the Secretary, and provided to all members of the Supervisory Board in advance in writing. Where necessary Supervisory Board members may attend a meeting by telephone or other form of electronic communication.
- 16.3 At a Supervisory Board meeting decisions can only be taken about subjects that have at least been notified in writing to all the Supervisory Board members three (3) days before the meeting (the day of the convocation and the day of the meeting not included). In urgent matters this time limit does not apply.
- 16.4 The chairperson of the meeting shall designate a person to take the minutes for the meeting. The minutes shall be adopted, with revisions if required to accurately record the proceedings, by the Supervisory Board at the same meeting or at the next meeting, evidenced by the signature of the acting chairperson and the person designated to take the minutes.
- 16.5 Meetings of the Supervisory Board shall be chaired by the chairperson or, in absence of the chairperson, his deputy. In their absence, a chairperson shall be appointed for the meeting by a majority of the votes cast by the Supervisory Board members present at the meeting.
- 16.6 The Supervisory Board shall meet with the Management Board whenever the Supervisory Board or the Management Board deems necessary, but at least six times per year.
- 16.7 A Supervisory Board member can be represented at a meeting of the Supervisory Board by another Supervisory Board member on the basis of a power of attorney in writing. A Supervisory Board member can act as attorney for a maximum of one Supervisory Board member.

Article 17. Decision-making Process.

- 17.1 When making Supervisory Board resolutions, each Supervisory Board member may cast one vote. Blank votes are held not to be cast.

- 17.2 All resolutions of the Supervisory Board, except as provided otherwise in these Articles, shall be adopted by a majority of the votes cast. In case of an equal division of the votes, the chairperson can resolve to exercise a casting vote.
- 17.3 The Supervisory Board can only adopt valid resolutions in a meeting if a majority of the Supervisory Board members are present or represented at such meeting.
- 17.4 Supervisory Board resolutions may also be adopted in a manner other than at a meeting, in writing or otherwise, provided the resolution concerned is submitted to all Supervisory Board members then in office and none of them objects to the relevant manner of adopting resolutions. A report shall be prepared by the secretary of the Supervisory Board and signed by the chairperson and the secretary of the Supervisory Board, on any resolution adopted other than at a meeting which is not adopted in writing. Adoption of resolutions in writing shall be effected by written statements from all Supervisory Board members then in office.

CHAPTER 5. INDEMNITY.

Article 18. Indemnity of Supervisory Board members and members of the Management Board.

- 18.1 The Foundation shall indemnify and hold harmless each Supervisory Board member against any damage or loss the foundation has suffered as a result from any acts or omissions by a Supervisory Board member, while acting in his function as:
- (a) Supervisory Board member of the foundation;
 - (b) managing director or Supervisory Board member of another company or organization under the control of the foundation ("**Subsidiary**"). For the purpose of this article, the term 'control' refers to the possibility of exercising decisive influence in the general meetings (of the shareholders) of the Subsidiary.
- 18.2 The Foundation shall indemnify and hold harmless each Supervisory Board member against any damage or loss suffered by third parties as a result from any acts or omissions by a Supervisory Board member, while acting in his function of Supervisory Board member of the Foundation or as managing director or Supervisory Board member of a Subsidiary, which damage or loss suffered by the third party the Supervisory Board member has to compensate based on a final and irrevocable judgment or an arbitration award or based on a settlement agreement with that third party, provided that the provisions of paragraph 3 have been fulfilled. A third party can also be a Subsidiary.
- 18.3 The defence in the legal proceedings or the arbitration proceedings as referred to in paragraph 2 is conducted with consent of the foundation. The settlement agreement as referred to in paragraph 2 can only be settled with explicit written consent of the foundation. The Supervisory Board member in question has to give full assistance to the foundation whilst the foundation is conducting the defence in the legal proceedings respectively conducting the settlement negotiations.
- 18.4 A Supervisory Board member cannot derive any rights from the indemnification mentioned in the first and second paragraph if:

- (a) the damage or loss suffered by the Foundation or by the third party is caused by intentional reckless behaviour of the member of the Supervisory Board in question;
 - (b) the Supervisory Board member in question in all reasonableness could not believe to act in the interest of the foundation or its Subsidiary;
 - (c) the acts or omissions of the Supervisory Board member in question had the - deliberate - consequence that the Supervisory Board member in question or any other party has in any way unlawfully benefitted from the acts or omissions.
- 18.5 If the caused damage or loss suffered by the foundation or by the third party is insured and the insurance party compensates the damage or loss, a Supervisory Board member cannot derive any rights from the indemnification mentioned in the first and second paragraph.
- 18.6 For the purpose of this article, damage also means the statutory interest payable over any amount, the costs of legal or arbitration proceedings a Supervisory Board member has to pay and/or the costs of legal representation during legal or arbitration proceedings, provided that these costs have been reasonably incurred and are in reasonable proportion to the extent of the damage.
- 18.7 For the purpose of this article, damage furthermore means any penalty imposed on a Supervisory Board member by the authorities, relating to the acts and omissions of the Supervisory Board member, acting in his function of Supervisory Board member of the foundation or as managing director or Supervisory Board member of a Subsidiary, as far as payment of those penalties is permissible by law.
- 18.8 Any expenses incurred by a Supervisory Board member in connection with any legal proceedings shall be advanced by the foundation, only upon a receipt of a written undertaking by that Supervisory Board member that he shall reimburse such expenses if a competent court in an irrevocable judgment has determined that he is not entitled to indemnification.
- 18.9 The indemnification as mentioned in this article will also apply to former Supervisory Board members as well as to beneficiaries and specific beneficiaries of the (former) Supervisory Board members.
- 18.10 Also the members of the Management Board of the foundation can apply for the indemnification as mentioned in this article under the similar scope and conditions.
- 18.11 This article can be amended without the consent of the indemnified persons as such. However, the indemnity provided herein shall nevertheless continue to apply to claims and/or expenses incurred in relation to the acts or omissions by the indemnified person during the periods in which this clause is in effect.

CHAPTER 6. PARENT ORGANIZATION.

Article 19. Parent Organization.

- 19.1 The Foundation shall include and support a Parent Organization. The Parent Organization has all authority attributed to it by a covenant to be entered into by the foundation and the Parent Organization and the authority conferred upon it in these Articles.

19.2 The organization of the Parents Organization will be described in regulations. These regulations will be determined or amended only by the Foundation and the Parents Organization acting jointly. The regulations will include, inter alia, (i) which parents and guardians form part of the Parents Organization, (ii) how and for which term its representatives ("the Parents Organization Executive Committee") are chosen, (iii) rules for the adoption of resolutions of the Parents Organization Executive Committee, and (iv) a description of the tasks and duties of the Parents Organization.

CHAPTER 7. EMPLOYEES.

Article 20. Equality and non-discrimination.

20.1 The Foundation and all its bodies must not discriminate either directly or indirectly on the grounds of:

- (a) race;
- (b) disability;
- (c) sex;
- (d) sexual orientation;
- (e) religion or belief; or
- (f) age (in relation to employment).

20.2 The Supervisory Board shall ensure that the Management Board has established and enforced procedures to prevent unlawful discrimination in relation to matters such as recruitment procedures and selection standards, conditions of employment, opportunities for promotion and transfer, training or other benefits, discipline and grievance procedures, and dismissals of staff, and admission, education, advancement, and treatment of students.

Article 21. Works Council.

21.1 The Foundation shall include and support a Works Council. The Works Council has all authority attributed to it by or upon statutory law and the authority conferred upon it in these Articles.

21.2 At least twice a year, without prejudice to other statutory requirements, the Works Council shall meet with the Supervisory Board, or one or more of its members, to discuss the general course of business within the Foundation and the position of the employees in particular.

CHAPTER 8. WHISTLE BLOWER PROTECTION.

Article 22.

22.1 The Management Board, supervised by the Supervisory Board, shall establish that pupils, parents and guardians of pupils, and employees without suffering any adverse consequences, shall have the opportunity to report to an independent Integrity Committee any presumed irregularities of general, organizational, operational or financial nature within the Management Board, the Management Team, the Supervisory Board, or the schools of the Foundation.

22.2 The Supervisory Board shall establish the independent Integrity Committee and shall inform the Parents Organization, Works Council, and other interested parties, of how

to make such reports and of the Integrity Committee's procedures for handling any such reports.

22.3 The Management Board, supervised by the Supervisory Board, shall establish a code and organization to ensure the protection of whistleblowers.

CHAPTER 9. FINANCIAL YEAR, ANNUAL ACCOUNTS AND KEEPING OF RECORD.

Article 23. Financial Year and Annual Accounts.

23.1 The Foundation's financial year shall run from the first day of September of any year to the thirty-first day of August of the next year.

23.2 The Management Board shall prepare annual accounts every year, within six months of the end of the relevant financial year and submit these to the Supervisory Board. The Management Board must also submit the Annual report to the Supervisory Board within this period.

23.3 The annual accounts shall consist of a balance sheet, a profit and loss account and a statement of cash flows, with explanatory notes.

23.4 The annual accounts shall be signed by the members of the Management Board. If any signature is missing, the reasons for the omission shall be given.

23.5 The Foundation shall instruct an accountant to audit the annual accounts. The Supervisory Board is authorized to issue this instruction. If the Supervisory Board fails to do so, the Management Board is authorized to issue this instruction. The provisions of Section 2:393 of the Dutch Civil Code shall apply by analogy.

23.6 If the Foundation conducts one or more businesses as referred to in Section 2:360, subsection 3, of the Dutch Civil Code and answers to the other criteria mentioned in that provision of law, its annual accounts shall furthermore be subject to the provisions of Section 2:299a and 2:300 of the Dutch Civil Code and the provisions of Book 2, Title 9, of the Dutch Civil Code.

Article 24. Adoption of the Annual Accounts.

The Management Board shall adopt the annual accounts. The Supervisory Board shall approve the annual accounts.

Article 25. Keeping of Records.

25.1 The Management Board shall keep records pertaining to the financial position and the activities of the Foundation, in conformity with the requirements ensuing from the activities of the Foundation. The Management Board shall keep these records, as well as the books, documents and other data carriers belonging thereto, in such a way that the Foundation's rights and obligations can be ascertained there from at all times.

25.2 The Management Board is obliged to keep the annual accounts put on paper as well as the books, documents and other data carriers referred to above in this Article for a period of seven years, without prejudice to the provisions in Article 25.3.

25.3 The data kept on data carriers, with the exception of the annual accounts put on paper, can be transferred for safe-keeping to other data carriers, provided that the transfer involves an exact and complete reproduction of the relevant data and provided that the data are available at all times during the entire term in which the data

must be preserved and that the data can be made legible within a reasonable period of time.

CHAPTER 10. AMENDMENT OF THE ARTICLES OF ASSOCIATION; DISSOLUTION AND LIQUIDATION.

Article 26. Amendment of the Articles of Association.

26.1 The Supervisory Board shall be authorized to amend these Articles if the following requirements are met:

- (a) prior consultation of the Parent Organization and the Works Council, who shall have a reasonable opportunity to provide written advice to the Supervisory Board on the proposed amendments of the Articles of Association;
- (b) a copy of the proposal, containing the verbatim text of the proposed amendment, shall be attached to the notice of the Supervisory Board meeting in which an amendment of the Articles is to be discussed at least twenty one (21) days before the meeting.

26.2 A decision of the Supervisory Board to amend the Articles can only be made in a meeting where at least two-thirds of the Supervisory Board members are present or represented with a majority vote of two-thirds of the votes cast. If in this meeting the required two-thirds of the Supervisory Board members are not present or represented, a second meeting shall be organized within fourteen days after the first meeting where, regardless the number of Supervisory Board members present or represented, a majority vote of two-thirds shall be decisive.

26.3 An amendment of these Articles shall be laid down in a notary's deed. Each individual member of the Management Board shall be authorized to execute such deed.

Article 27. Dissolution and Liquidation.

27.1 The Foundation may be dissolved pursuant to a resolution to that effect by the Management Board.

27.2 A Management Board resolution to dissolve the Foundation shall be subject to approval of the Supervisory Board.

27.3 The resolution to dissolve the Foundation shall determine how the balance of the remaining funds is to be used. Any positive balance shall be distributed to a tax-approved general interest institution with a similar objective, or to a foreign institution only or virtually only serving the general interest and with a similar objective, to be designated by the Management Board after approval by the Supervisory Board.

27.4 If the Foundation is dissolved pursuant to a resolution of the Management Board, the members of the Management Board shall become liquidators of the dissolved Foundation's property, under supervision of the Supervisory Board.

27.5 During liquidation, the provisions of these Articles shall remain in force to the extent possible.

27.6 After completion of the liquidation, the books and records of the dissolved foundation shall remain in the custody of the person to be designated for the purpose by the liquidators, for the period prescribed by law.

27.7 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.
