

**DRAFT DE BRAUW**  
**DEED OF INCORPORATION**  
**STICHTING ADMINISTRATIEKANTOOR [●]**

On [●] two thousand and twelve appears before me, Professor Martin van Olffen, notaris (civil-law notary) practising in Amsterdam:

[●]

acting for the purposes hereof as attorney in writing of:

[●]

The person appearing declares that he / she is establishing a foundation (*stichting*), which will be governed by the following:

**ARTICLES:**

**Name. Seat.**

**Article 1.**

The name of the foundation is: [●].

The foundation has its seat in the municipality of [●].

**Definitions.**

**Article 2.**

Capitalised terms used in these articles shall have the following meaning:

**Company:** means **ASML Holding N.V.**, a limited liability company liability (*naamloze vennootschap*), with corporate seat in Veldhoven, having its address at [●], [●], trade register number [●];

**Conditions of Administration:** means the conditions of administration (*administratievoorwaarden*) determined by the Stichting and which apply to the holding of Stichting Shares by the Stichting;

**Depositary Receipts:** means the depositary receipts issued by the Stichting with the cooperation of the Company to the Participants corresponding with the Stichting Shares held by the Stichting;

**Meeting of Participants:** means the meeting of participants mentioned in article 10;

**Participants:** means all individuals and legal persons that hold Depositary Receipts and that are either [●] or an Affiliate of [●];

**Person:** means an individual or legal person;

**Qualifying Trust Office:** means each of ANT Trust & Corporate Services N.V., ATC Corporate Services (Netherlands) B.V., Custom House Fund Services (Netherlands) B.V., Intertrust (Netherlands) B.V., Orangefield Trust (Netherlands) B.V. and any other trust office that each of the Meeting of Participants and the Company has determined to be a reputable trust office, provided that a Qualifying Trust Office shall cease to be a Qualifying Trust Office if:

- a. if it is declared bankrupt or if it loses the free control over its estate (including as a result of a suspension of payments granted to it);
- b. if its license as trust office (*trustkantoor*) within the meaning of the Trust Office Supervision Act (*Wet toezicht trustkantoren*) is revoked or otherwise terminated;

**Shareholders Meeting:** means the Company's general meeting of shareholders;

**Stichting:** means Stichting Administratiekantoor [●];

**Stichting Shares:** means the ordinary shares in the authorised share capital of the Company, any ordinary shares M in the authorised share capital of the Company and/or any other shares of any class issued, except any class of shares issued to Stichting Preferente Aandelen ASML or issuable upon exercise of an option by Stichting Preferente Aandelen ASML, held by the Stichting by way of administration (*ten titel van beheer*);

**Trust Office:** means a Qualifying Trust Office appointed in accordance with article 10.

**Objects.**

**Article 3.**

- 3.1. The objects of the Stichting are:
- a. to acquire and administer shares in the share capital of the Company by way of administration (*ten titel van beheer*) in exchange for Depositary Receipts;
  - b. to exercise the voting rights attached to the Stichting Shares in accordance with 3.1 (c) and to exercise all other rights attached to the Stichting Shares - such as the right to receive dividends and other distributions, including liquidation distributions - subject to the obligation to pay any distribution received without delay to the Participants, with the proviso that Depositary Receipts will be issued for any bonus shares or for shares acquired by way of stock dividends and for shares acquired in the exercise of a subscription right;
  - c. to speak at Shareholders Meetings and to exercise the voting rights attached to the Stichting Shares in accordance with the Conditions of Administration; and
  - d. to do anything that may be related or conducive to the foregoing.
- 3.2. The Stichting may alienate Stichting Shares only in accordance with the Conditions of Administration.
- 3.3. The Stichting may not pledge or otherwise encumber the Stichting Shares.

**Board. Composition.**

**Article 4.**

- 4.1. The Stichting shall be managed by the board consisting of one or more Persons with a maximum of three (3).  
The Meeting of Participants shall determine the number of board members.
- 4.2. The board members shall receive no fee or other remuneration other than pursuant to the fee for the Trust Office.

**Board. Vacancies.**

**Article 5.**

- 5.1. Board members shall be appointed by the Meeting of Participants on the recommendation of the Trust Office and with the prior written consent of the Company. If no appointment has been made within three weeks of a vacancy arising, the District Court of Amsterdam may make the appointment at the request of any interested party, without prejudice to any right to apply to that court for preliminary relief.
- 5.2. If a ground for resignation as mentioned in article 6 were to apply to a Person if he were a board member, that Person may not be appointed as a board member.
- 5.3. The board remains fully authorized in case of vacancies.

**Resignation of board members.**

**Article 6.**

Without prejudice to section 2:298 of the Civil Code, a board member shall cease to be a board member:

- a. upon its dissolution or his death;
- b. on his voluntary resignation;
- c. by dismissal by the Meeting of Participants; or
- d. if the board member is declared bankrupt, if he loses the free control over his estate (including as a result of a suspension of payments granted to him), or, in case of a board member who is a natural person, if he is placed under guardianship (*curatele*) or the statutory debt- rescheduling arrangement for natural persons (*Wet schuldsanering natuurlijke personen*) is declared applicable to him.

**Board rules.**

**Article 7.**

The board may adopt rules with respect to such matters as the board may resolve. Any provisions in these rules which conflict with these articles or the Conditions of Administration shall be invalid.

**Decision making process of the board.**

**Article 8.**

- 8.1. Valid resolutions may only be adopted, if at least the majority of the board members is present or represented at the meeting and all board members in office have been given notice of the meeting subject to the following provisions.  
A board member may only be represented at a meeting by another board member by virtue of a written power of attorney.
- 8.2. Board meetings will be held as often as requested by a board member.  
The meeting will be convened by a board member.  
A minimum of eight day's notice must be given excluding the day of the notice and the day of the meeting. The minimum notice requirement may be disregarded if all board members are consulted and none of them has declared to disagree with disregarding the minimum notice requirement.
- 8.3. Each board member shall cast one vote in a board meeting.
- 8.4. With due observance of article 8.1, board resolutions will be adopted by an absolute majority of votes, unless these articles provide otherwise.  
In the event of a tie vote in a board meeting no resolution will be adopted.
- 8.5. The contemporaneous linking together by telephone conference or audio-visual communication facilities of board members, wherever in the world they are, constitutes a meeting of the board for the duration of the connection, unless a board member objects thereto.  
The minutes of the proceedings shall be sufficient evidence of the proceedings and of the observance of all necessary formalities.
- 8.6. The board may also adopt resolutions without holding a meeting, if all board members are consulted, none of them has declared to disagree with the manner of decision-making and at least an absolute majority of the acting board members declare to agree

with the proposed resolution. The documents evidencing the adoption of such a resolution will be kept with the minute book.

**Representation.**

**Article 9.**

The Stichting will be represented by the board. The board is authorised to represent the Stichting. The Stichting may also be represented by two board members acting jointly.

**Trust Office.**

**Article 10.**

- 10.1. The Meeting of Participants shall appoint one of the Qualifying Trust Offices as the Trust Office.
- 10.2. A Trust Office shall cease to be the Trust Office:
  - a. on its voluntary resignation;
  - b. by dismissal by the Meeting of Participants;
  - c. if the Trust Office is declared bankrupt or if it loses the free control over its estate (including as a result of a suspension of payments granted to it);
  - d. if its license as trust office (*trustkantoor*) within the meaning of the Trust Office Supervision Act (*Wet toezicht trustkantoren*) is revoked or otherwise terminated;
  - e. if it ceases to be a Qualifying Trust Office.
- 10.3. If no appointment of the Trust Office has been made within six weeks of a vacancy arising, the District Court of Amsterdam may make the appointment at the request of any interested party, without prejudice to any right to apply to that court for preliminary relief.
- 10.4. The fee for and other terms of engagement of a Qualifying Trust Office as Trust Office will be determined by the Meeting of Participants. The Company will upon request receive a specification of the fee and a copy of the other terms of engagement.

**Meetings of Participants.**

**Article 11.**

- 11.1. A Meeting of Participants will be held whenever a resolution of the Meeting of Participants is required pursuant to these articles.

Only resolutions of the Meeting of Participants on items, in respect of which the Meeting of Participants is authorised pursuant to these articles, will be binding on the board.
- 11.2. A Meeting of Participants will be convened by means of notices sent to the addresses of the Participants. The notice will state the time and place of the meeting and the business to be transacted.

The Meeting of Participants can be convened by any Participant, by the board and by the Company. A minimum of ten days' notice must be given excluding the day of the notice and the day of the meeting. The meetings will be held at a place and time to be determined by the Person convening the relevant meeting. Such place may also be outside the Netherlands.

If the provisions pertaining to the notice of meeting have not been observed, valid resolutions may only be adopted unanimously in a meeting in which all Participants entitled to vote are present or represented.

- A Participant may be represented at a meeting by means of a written proxy. The proxy must be shown to the chairman of the meeting at the beginning of the meeting.
- 11.3. The Participants present and represented at the meeting will appoint the chairman of the meeting.  
The chairman appoints a board member or another person as the secretary, who will keep the minutes of the meeting.  
The minutes of a meeting will be adopted and signed in evidence of such adoption by the chairman and the secretary of the meeting concerned, or be adopted in a subsequent meeting and then be signed in evidence of such adoption by the chairman and the secretary of this subsequent meeting.
- 11.4. Each Depositary Receipt confers the right to cast one vote.
- 11.5. Resolutions will be adopted by an absolute majority of votes. Blank votes and invalid votes will be deemed not to have been cast.
- 11.6. The contemporaneous linking together by telephone conference or audio-visual communication facilities of Participants, wherever in the world they are, constitutes a Meeting of Participants for the duration of the connection, unless a Participant objects thereto.  
The minutes of the proceedings shall be sufficient evidence of the proceedings and of the observance of all necessary formalities.
- 11.7. The Participants may also adopt resolutions in writing without holding a meeting if all Participants are consulted, none of them has declared to disagree with the manner of decision-making and at least an absolute majority of the Participants declare to agree with the proposed resolution.

**Financial year, balance sheet and statement of income and expenditure.**

**Article 12.**

- 12.1. The financial year coincides with the financial year of the Company.
- 12.2. The board must keep such records of the financial position of the Stichting and of everything related to the work of the Stichting in accordance with the requirements arising out of this work and keep the related books, documents and other data carriers in such a way that the rights and obligations of the Stichting are known at all times.
- 12.3. Without prejudice to the provisions of the law, the board shall prepare a balance sheet and a statement of assets and liabilities within four months after the end of the financial year.
- 12.4. The board must keep the books, documents and other data carriers referred to in this article for a period of seven years.

**Amendment to the articles, liquidation.**

**Article 13.**

- 13.1. Unless otherwise provided for in the Conditions of Administration, these articles may be amended pursuant to a resolution of the board with the prior written consent of the Meeting of Participants and the Company. Amendments to these articles must be effected by notarial deed. Each board member will be individually entitled to execute such notarial deed.

- 13.2. Unless otherwise provided for in the Conditions of Administration, the board will be authorised to resolve to dissolve the Stichting, subject to the prior written consent of the Meeting of Participants and the Company and subject to the provisions of this article. The board will appoint one or more liquidators who will then liquidate the Stichting. The liquidation will be effected such that the shares administered by the Stichting are transferred to the Participants holding the corresponding depositary receipts by way of termination of the administration, as a result of which the Depositary Receipts are cancelled.
- Any surplus liquidation balance will be allocated in accordance with the objects of the Stichting.
- 13.3. After the Stichting has ceased to exist, the person appointed for this purpose by the board will hold the books, documents and other data carriers of the Stichting in custody for a period of seven years.

**Transitional provisions.**

**Article 14.**

- 14.1. The first financial year shall end on the thirty-first day of December two thousand and thirteen.
- 14.2. In deviation of the provisions of article 5.1. and 10.1:
- a. [●] and [●] are appointed as the first board members;
  - b. [●] is appointed as the first Trust Office.
- 14.3. This article and its heading shall lapse after expiry of the first financial year.
- Sufficient proof of the existence of the power of attorney has been given to me, notaris. The written power of attorney is evidenced by one (1) private instrument which is attached to this deed.
- In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.
- Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the party and following the statement of the person appearing that he has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.