

Allen & Overy LLP

Bumper NL 2023-1 B.V. – Deed of incorporation

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## NOTE ABOUT TRANSLATION:

This document is an English translation of a document prepared in Dutch. 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.

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## DEED OF INCORPORATION

*(Bumper NL 2023-1 B.V.)*

This twentieth day of July two thousand and twenty-three, there appeared before me, Pieterella Catharina Cramer-de Jong, civil law notary in Amsterdam:

José Luimstra, born in Groningen, the Netherlands, on the twentieth day of November nineteen hundred and ninety-seven, employed by Allen & Overy LLP (Amsterdam office), Apollolaan 15, 1077 AB Amsterdam, the Netherlands, in this respect acting as attorney-in-fact of:

Stichting Holding Bumper, a foundation under Dutch law (*stichting*), having its official seat in the municipality of Amsterdam, the Netherlands, its office address at Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands and registered in the Dutch Commercial Register under number 87254247 (the **Incorporator**).

The aforementioned proxy appears from a written power of attorney attached to this deed (Annex).

The person appearing declared the following:

The Incorporator hereby incorporates a private company with limited liability under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), with the following Articles of Association.

## **ARTICLES OF ASSOCIATION:**

### **CHAPTER 1. DEFINITIONS AND CONSTRUCTION.**

#### **Article 1. Definitions and Construction.**

1.1 In these Articles of Association, the following terms have the following meanings:

**Share** means a share in the capital of the Company.

**Shareholder** means a holder of one or more Shares.

**General Meeting** or **General Meeting of Shareholders** means the body of the Company consisting of the person or persons holding the voting rights attached to Shares, as a Shareholder or otherwise, or (as the case may be) a meeting of such persons (or their representatives) and other persons holding Meeting Rights.

**Managing Director** means a member of the Management Board.

**Management Board** means the management board of the Company.

**Company** means the company the internal organisation of which is governed by these Articles of Association.

**Meeting Rights** means the right to attend General Meetings of Shareholders and to speak at such meetings, as a Shareholder or as a person to whom these rights have been attributed in accordance with Article 9.

1.2 A message **in writing** means a message transmitted by letter, by telecopier, 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** is to be construed accordingly.

1.3 The Management Board and the General Meeting each constitute a distinct body of the Company.

1.4 References to **Articles** refer to articles which are part of these Articles of Association, except where expressly indicated otherwise.

1.5 Unless the context otherwise requires, words and expressions contained and not otherwise defined in these Articles of Association bear the same meaning as in the Dutch Civil Code. References in these Articles of Association to the law are references to provisions of Dutch law as it reads from time to time.

### **CHAPTER 2. NAME, OFFICIAL SEAT AND OBJECTS.**

#### **Article 2. Name and Official Seat.**

2.1 The Company's name is:  
Bumper NL 2023-1 B.V.

2.2 The official seat of the Company is in Amsterdam.

#### **Article 3. Objects.**

The objects of the Company are:

- (a) to hire-purchase, acquire, purchase, manage, dispose, encumber, and enter into leases with respect to, vehicles, transportation-related assets, and lease receivables entered into by third parties, and to exercise any right attached to such vehicles, transport-related assets and receivables;
- (b) the issuance of notes, the issuance of participations or the entering into loan agreements to fund the acquisition of the vehicles, transportation-related assets and receivables referred to under (a), as well as to enter into agreements which may be conducive to this;
- (c) to invest, including lending, the resources of the Company;
- (d) to limit the interest and other financial risks, by means of, *inter alia*, entering into derivative agreements, including swap agreements and option agreements;
- (e) in connection with the foregoing:
  - (i) to borrow funds, *inter alia* for the repayment of the obligations under the notes, participations and loan agreements referred to under (b); and
  - (ii) to grant the proprietary and personal security rights, or the release of securities provided to it; and
- (f) to perform all activities which are, in the widest sense of the word, incidental to or which may be conducive to the attainment of these objects.

### **CHAPTER 3. CAPITAL AND SHARES.**

#### **Article 4. Capital.**

- 4.1 The capital of the Company consists of one or more Shares. Each Share has a nominal value of one euro (EUR 1).
- 4.2 All Shares are registered. No share certificates will be issued.

#### **Article 5. Register of Shareholders.**

- 5.1 The Management Board must keep a register of Shareholders in which the names and addresses of all Shareholders are recorded. In the register of Shareholders, the names and addresses of all other persons holding Meeting Rights must also be recorded, as well as the names and addresses of all holders of a right of pledge or usufruct in respect of Shares not holding Meeting Rights.
- 5.2 Section 2:194 of the Dutch Civil Code applies to the register of Shareholders.

#### **Article 6. Issuance of Shares.**

- 6.1 Shares may be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer.
- 6.2 A resolution to issue Shares must stipulate the issue price and the other

conditions of issue.

- 6.3 The issue of a Share furthermore requires a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance must be parties.
- 6.4 Upon issuance of Shares, each Shareholder will have a right of pre-emption in proportion to the aggregate nominal value of his Shares, subject to the relevant limitations prescribed by law and the provisions of Article 6.5.
- 6.5 Prior to each single issuance of Shares, the right of pre-emption may be limited or excluded by the body of the Company competent to issue such Shares.
- 6.6 The Management Board is authorised to perform legal acts relating to non-cash contributions on Shares and other legal acts mentioned in Section 2:204 of the Dutch Civil Code, without prior approval of the General Meeting.

**Article 7. Own Shares; Reduction of the Issued Capital.**

- 7.1 The Company and its subsidiaries (*dochtermaatschappijen*) may acquire fully paid-up Shares or depositary receipts thereof, with due observance of the relevant provisions prescribed by law.
- 7.2 In the General Meeting, no voting rights may be exercised for any Share held by the Company or a subsidiary (*dochtermaatschappij*) thereof, nor for any Share for which the Company or a subsidiary (*dochtermaatschappij*) thereof holds the depositary receipts.
- 7.3 The General Meeting may resolve to reduce the Company's issued capital in accordance with the relevant provisions prescribed by law.

**Article 8. Transfer of Shares and Share Transfer Restrictions.**

- 8.1 The transfer of a Share requires a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer must be parties.
- 8.2 Unless the Company itself is party to the transfer, the rights attributable to the Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it, in accordance with the relevant provisions of the law.
- 8.3 The following provisions of this Article 8 are applicable to a transfer of one or more Shares, unless (i) all Shareholders have granted permission for the intended transfer in writing, which permission shall then be valid for a period of three months, or (ii) the Shareholder concerned is obliged by law to transfer his Shares to a former Shareholder.
- 8.4 A transfer of one or more Shares shall require the prior approval of the General Meeting. The relevant Shareholder (the Applicant) shall make the

request for approval by means of a notification to the Management Board, stating the number of Shares he wishes to transfer and the person or persons to whom he wishes to transfer the Shares. The Management Board shall be obliged to convene and hold a General Meeting of Shareholders to deal with the request for approval within six weeks of the date of receipt of the request. The contents of such request shall be stated in the notice of the meeting.

8.5 If:

- (a) the General Meeting does not adopt a resolution regarding the request for approval within six weeks of the request having been received by the Management Board; or
- (b) the approval has been refused without the General Meeting having informed the Applicant, at the same time as the refusal, of one or more interested parties who are prepared to purchase all the Shares to which the request for approval relates, against payment in cash (the Interested Parties),

the approval requested shall be considered to have been granted, in the event referred to under (a), on the final day of the six week period referred to thereunder. The Company shall only be entitled to act as an Interested Party with the consent of the Applicant.

8.6 The price for which the Shares to which the request for approval relates can be purchased by the Interested Parties shall be set by the Applicant and the Interested Parties in joint consultation, or by one or more experts designated by them. If an agreement on the price or on the expert or experts, as the case may be, is not reached, the price will be set by one or more independent experts to be nominated, at the request of one or more of the parties concerned, by the chairperson of the Dutch Professional Organisation of Accountants. If an expert is designated, he shall be authorised to inspect all books and records of the Company and to obtain all such information as may be useful to him in setting the price.

8.7 Within one month of the set price having been notified to them, the Interested Parties must give notice to the Management Board of the number of the Shares to which the request for approval relates they wish to purchase. Once the notice referred to in the preceding sentence has been given, an Interested Party can only withdraw with the consent of the other Interested Parties.

8.8 The Applicant may withdraw up to one month from the day on which he is informed of the Interested Party or Parties to whom he can sell all the Shares to which the request for approval relates and at what price.

- 8.9 If the General Meeting grants the approval requested or it is established that not all of the Shares to which the request for approval relates are purchased against payment in cash by one or more Interested Parties, the Applicant may, within a period of three months, freely transfer all the Shares to which the request relates, but not part thereof, to the person or persons listed in the request.
- 8.10 All notifications and notices pursuant to this Article 8 are made in writing. Each time the Management Board receives such notification or notice, it shall immediately send a copy thereof to the Applicant and all Interested Parties (with the exception of the sender).
- 8.11 The costs incurred by the designation of the experts and their activities shall be borne by:
- (a) the Applicant if he withdraws;
  - (b) the Applicant, for one half of such costs, and the purchasers, for the other half, if the Shares have been purchased by one or more Interested Parties, provided that these costs are borne by the purchasers in proportion to the number of Shares purchased;
  - (c) the Company in the events other than those referred to under (a) or (b).
- 8.12 The provisions of this Article 8 shall apply by analogy in the event of a partition of a joint property, with assignment of Shares to the joint owner through whom the Shares did not become part of the joint property.

**Article 9. Pledging of Shares and Usufruct in Shares; Depositary Receipts.**

- 9.1 The provisions of Articles 8.1 and 8.2 apply by analogy to the pledging of Shares.
- 9.2 The voting rights attached to pledged Shares accrue to the Shareholder. However, pursuant to a written agreement between the Shareholder and the pledgee, the voting rights may accrue to the pledgee if such transfer of voting rights has been approved by the General Meeting. The Meeting Rights accrue to the Shareholder, whether holding voting rights or not, and to the pledgee holding voting rights, but will not accrue to the pledgee not holding voting rights.
- 9.3 The provisions of Articles 8.1 and 8.2 apply by analogy to the creation or transfer of a right of usufruct in Shares. The voting rights attached to Shares encumbered by a right of usufruct accrue to the Shareholder. The Meeting Rights will not accrue to the holder of a right of usufruct.
- 9.4 The Company will not grant Meeting Rights to holders of depositary receipts issued for Shares.

**CHAPTER 4. THE MANAGEMENT BOARD.**

**Article 10. Managing Directors.**

- 10.1 The Management Board may consist of one or more Managing Directors. Both individuals and legal entities can be Managing Directors.
- 10.2 Managing Directors are appointed by the General Meeting.
- 10.3 A Managing Director may be suspended or removed by the General Meeting at any time.
- 10.4 The authority to establish remuneration and other conditions of employment for Managing Directors is vested in the General Meeting.

**Article 11. Duties, Decision-making Process and Allocation of Duties.**

- 11.1 The Management Board is entrusted with the management of the Company. In the exercise of their duties, the Managing Directors must be guided by the interests of the Company and the business connected with it.
- 11.2 The Management Board may establish rules regarding its decision-making process and working methods. In this context, the Management Board may also determine the duties for which each Managing Director is particularly responsible. The General Meeting may resolve that such rules and allocation of duties must be put in writing and that such rules and allocation of duties will be subject to its approval.
- 11.3 Management Board resolutions at all times may be adopted in writing, provided the proposal concerned is submitted to all Managing Directors and none of them objects to this manner of adopting resolutions.

**Article 12. Representation.**

- 12.1 The Company is represented by the Management Board. Each Managing Director is also authorised to represent the Company.
- 12.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer will be competent to represent the Company, subject to any restrictions imposed on him. The Management Board will determine each officer's title.
- 12.3 Legal acts of the Company vis-à-vis a holder of all of the Shares, or vis-à-vis a participant in a community property of married or registered non-married partners of which all of the Shares form a part, whereby the Company is represented by such Shareholder or one of the participants, shall be put in writing. With regard to the foregoing sentence, Shares held by the Company or its subsidiaries (*dochtermaatschappijen*) shall not be taken into account. The aforementioned provisions in this Article 12.3 do not apply to legal acts which, under their agreed terms, form part of the normal course of business of the Company.

**Article 13. Approval of Management Board Resolutions.**

- 13.1 The General Meeting may require Management Board resolutions to be

subject to its approval. The Management Board is to be notified in writing of such resolutions, which must be clearly specified.

- 13.2 The absence of approval by the General Meeting of a resolution referred to in this Article 13 will not affect the authority of the Management Board or the Managing Directors to represent the Company.

**Article 14. Conflicts of Interests.**

- 14.1 A Managing Director having a conflict of interests as referred to in Article 14.2 or an interest which may have the appearance of such a conflict of interests (both a **(potential) conflict of interests**) must declare the nature and extent of that interest to the other Managing Directors and the General Meeting.
- 14.2 A Managing Director may not participate in deliberating or decision-making within the Management Board, if with respect to the matter concerned he has a direct or indirect personal interest that conflicts with the interests of the Company and the business connected with it. This prohibition does not apply if the conflict of interests exists for all Managing Directors or the sole Managing Director.
- 14.3 A conflict of interests as referred to in Article 14.2 only exists if in the situation at hand the Managing Director must be deemed to be unable to serve the interests of the Company and the business connected with it with the required level of integrity and objectivity. If a transaction is proposed in which apart from the Company also an affiliate of the Company has an interest, then the mere fact that a Managing Director holds any office or other function with the affiliate concerned or another affiliate, whether or not it is remunerated, does not mean that a conflict of interests as referred to in Article 14.2.
- 14.4 The Managing Director who in connection with a (potential) conflict of interests does not exercise certain duties and powers will insofar be regarded as a Managing Director who is unable to perform his duties (*belet*).
- 14.5 A (potential) conflict of interests does not affect the authority concerning representation of the Company set forth in Article 12.1. The General Meeting may, ad hoc or otherwise, determine that, in addition, one or more persons will be authorized pursuant to this Article 14.5 to represent the Company in matters in which a (potential) conflict of interests exists between the Company and one or more Managing Directors.

**Article 15. Vacancy or Inability to Act.**

- 15.1 If a seat on the Management Board is vacant (*ontstentenis*) or a Managing Director is unable to perform his duties (*belet*), the remaining Managing

Directors or Managing Director will be temporarily entrusted with the management of the Company.

- 15.2 If all seats on the Management Board are vacant or all Managing Directors or the sole Managing Director, as the case may be, are unable to perform their duties, the management of the Company will be temporarily entrusted to one or more persons designated for that purpose by the General Meeting.
- 15.3 When determining to which extent Managing Directors are present or represented, consent to a manner of adopting resolutions, or vote, no account will be taken of vacant board seats and Managing Directors who are unable to perform their duties.

#### **CHAPTER 5. ANNUAL ACCOUNTS AND DISTRIBUTIONS.**

##### **Article 16. Financial Year and Annual Accounts.**

- 16.1 The Company's financial year is the calendar year.
- 16.2 Annually, in accordance with the relevant statutory provisions, the Management Board must prepare annual accounts, and must deposit the same for inspection by the Shareholders and other persons holding Meeting Rights at the Company's office.
- 16.3 Within the same period, the Management Board must also deposit the report of the Management Board for inspection by the Shareholders and other persons holding Meeting Rights, unless the Company is not obliged thereto pursuant to Section 2:396 or Section 2:403 of the Dutch Civil Code.
- 16.4 The annual accounts must be signed by the Managing Directors. If the signature of one or more of them is missing, this must be stated and reasons for this omission must be given.
- 16.5 The Company may, and if the law so requires must, appoint an accountant to audit the annual accounts. Such appointment must be made by the General Meeting.
- 16.6 The annual accounts must be submitted to the General Meeting for adoption.
- 16.7 At the General Meeting of Shareholders at which it is resolved to adopt the annual accounts, a proposal concerning release of the Managing Directors from liability for the management pursued, insofar as the exercise of their duties is reflected in the annual accounts or otherwise disclosed to the General Meeting prior to the adoption of the annual accounts, must be brought up separately for discussion.

##### **Article 17. Profits and Distributions.**

- 17.1 The authority to decide over the allocation of profits determined by the adoption of the annual accounts and to make distributions is vested in the General Meeting, with due observance of the limitations prescribed by law.

- 17.2 The authority of the General Meeting to make distributions applies to both distributions at the expense of non-appropriated profits and distributions at the expense of any reserves, and to both distributions on the occasion of the adoption of the annual accounts and interim distributions.
- 17.3 A resolution to make a distribution will not be effective until approved by the Management Board. The Management Board may only refuse to grant such approval if it knows or reasonably should foresee that after the distribution the Company would not be able to continue to pay its debts as they fall due.

#### **CHAPTER 6. GENERAL MEETING OF SHAREHOLDERS.**

##### **Article 18. General Meetings of Shareholders.**

- 18.1 During each financial year at least one General Meeting shall be held or a resolution shall be adopted at least once in accordance with Section 2:210(5) of the Dutch Civil Code or Article 25.
- 18.2 Other General Meetings of Shareholders will be held as often as the Management Board or the Shareholder who contributes the entire issued capital of the Company deems necessary.
- 18.3 Shareholders and/or other persons holding Meeting Rights representing in the aggregate at least one per cent of the Company's issued capital may request the Management Board to convene a General Meeting of Shareholders, stating specifically the business to be discussed. If the Management Board has not given proper and timely notice of a General Meeting of Shareholders such that the meeting can be held within four weeks after receipt of the request, the applicants will be authorised to convene a meeting themselves.

##### **Article 19. Notice, Agenda and Venue of Meetings.**

- 19.1 Notice of General Meetings of Shareholders will be given by the Management Board or the Shareholder who contributes the entire issued capital of the Company, without prejudice to the provisions of Article 18.3.
- 19.2 Notice of the meeting must be given no later than on the eighth day prior to the day of the meeting, without prejudice to the provision of Article 23.4. The notice is given in accordance with Article 26.1.
- 19.3 The notice convening the meeting must specify the place, date and starting time of the meeting, as well as the business to be discussed. Other business not specified in such notice may be announced at a later date, with due observance of the term referred to in Article 19.2.
- 19.4 Items for which a written request has been submitted by one or more Shareholders and/or other persons holding Meeting Rights, alone or jointly representing at least one per cent of the issued capital, must be included in

the notice or announced in the same manner, provided that the Company received the request no later than on the eighth day before the abovementioned latest date the notice convening the meeting can be given.

- 19.5 General Meetings of Shareholders are held in the municipality in which, according to these Articles of Association, the Company has its official seat or at any other place in the Netherlands. With respect to meetings held outside the Netherlands, the provision of Article 23.4 applies.

**Article 20. Admittance and Rights at Meetings.**

- 20.1 Each Shareholder, and any other person holding Meeting Rights, is entitled to attend the General Meetings of Shareholders, to address the meeting and, to the extent this right has accrued to him, to exercise his voting rights. They may be represented in a meeting by a proxy authorised in writing.
- 20.2 The Meeting Rights and voting rights may be exercised using any appropriate means of electronic communication, if that possibility is expressly provided for in the notice of the meeting or accepted by the chairperson of the meeting. The means of electronic communication used must be such that the persons holding Meeting Rights or their representatives can be identified through it to the satisfaction of the chairperson of the meeting. The notice of the meeting may contain further details and the chairperson of the meeting may give further requirements with respect to the permitted means of electronic communication and its use.
- 20.3 The chairperson of the meeting may determine that each person with voting rights present at a meeting must sign the attendance list. The chairperson of the meeting may also decide that the attendance list must be signed by other persons present at the meeting as well.
- 20.4 The Managing Directors have the right to give advice in the General Meetings of Shareholders.
- 20.5 The chairperson of the meeting decides on the admittance of other persons to the meeting.

**Article 21. Chairperson and Secretary of the Meeting.**

- 21.1 The chairperson of a General Meeting of Shareholders will be appointed by a majority of the votes cast by the persons with voting rights present at the meeting. The provision of Article 23.1 applies.
- 21.2 The chairperson of the meeting must appoint a secretary for the meeting.

**Article 22. Minutes; Recording of Shareholders' Resolutions.**

- 22.1 The secretary of a General Meeting of Shareholders must keep minutes of the proceedings at the meeting. The minutes must be adopted by the chairperson and the secretary of the meeting and as evidence thereof must

be signed by them.

- 22.2 The Management Board must keep a record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting must ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records must be deposited at the Company's office for inspection by the Shareholders. On application, each of them must be provided with a copy of or an extract from the records.

**Article 23. Adoption of Resolutions in a Meeting.**

- 23.1 Each Share confers the right to cast one vote.
- 23.2 To the extent that the law or these Articles of Association do not provide otherwise, all resolutions of the General Meeting will be adopted by a simple majority of the votes cast, without a quorum being required.
- 23.3 If there is a tie in voting, the proposal will thus be rejected.
- 23.4 If the formalities for convening and holding of General Meetings of Shareholders, as prescribed by law or these Articles of Association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if all Shareholders and all other persons holding Meeting Rights have consented therewith and, prior to the resolution-making, the Managing Directors have been given the opportunity to give advice.
- 23.5 When determining how many votes are cast by Shareholders, how many Shareholders are present or represented, or what portion of the Company's issued capital is represented, no account will be taken of Shares for which no vote can be cast pursuant to the law.

**Article 24. Voting.**

- 24.1 All voting must take place orally. The chairperson is, however, entitled to decide that votes be cast by a secret ballot. If it concerns the holding of a vote on persons, anyone present at the meeting with voting rights may demand a vote by a secret ballot. Votes by secret ballot must be cast by means of secret, unsigned ballot papers.
- 24.2 Blank and invalid votes will not be counted as votes.
- 24.3 Resolutions may be adopted by acclamation if none of the persons with voting rights present at the meeting objects.
- 24.4 The chairperson's decision at the meeting on the result of a vote will be final and conclusive. The same applies to the contents of an adopted resolution if a vote is taken on an unwritten proposal. However, if the correctness of such decision is challenged immediately after it is pronounced, a new vote must be taken if either the majority of the persons with voting rights present at

the meeting or, where the original vote was not taken by roll call or in writing, any person with voting rights present at the meeting, so demands. The legal consequences of the original vote will be made null and void by the new vote.

**Article 25. Adoption of Resolutions without holding Meetings.**

- 25.1 Resolutions of the General Meeting can be adopted without holding a meeting, provided all persons with Meeting Rights have consented with such manner of resolution-making in writing. For adoption of a resolution outside a meeting it is required that all votes are cast in writing or that the resolution is recorded in writing mentioning how the votes were cast. Prior to the resolution-making, the Managing Directors must be given the opportunity to give advice. The provisions of Articles 23.1, 23.2, 23.3 and 23.5 apply by analogy.
- 25.2 Those having adopted a resolution outside a meeting must ensure that the Management Board is informed of the resolution thus adopted as soon as possible in writing. The Management Board must keep a record of the resolution adopted and it must add such records to those referred to in Article 22.2.

**Article 26. Notices and Announcements.**

- 26.1 The notice of a General Meeting must be in writing and sent to the addresses of the Shareholders and all the other persons holding Meeting Rights as shown in the register of Shareholders. However, if a Shareholder or another person holding Meeting Rights has provided the Company with another address for the purpose of receiving such notice, the notice may alternatively be sent to such other address.
- 26.2 The provisions of Article 26.1 apply by analogy to notifications which pursuant to the law or these Articles of Association must be made to the General Meeting, as well as, to other announcements, notices and notifications to Shareholders and other persons holding Meeting Rights.

**CHAPTER 7. AMENDMENT OF THE ARTICLES OF ASSOCIATION, DISSOLUTION AND LIQUIDATION.**

**Article 27. Amendment of the Articles of Association.**

The General Meeting may resolve to amend these Articles of Association subject to prior written approval of Stichting Security Trustee Bumper NL 2023-1. When a proposal to amend these Articles of Association is to be made to the General Meeting, the notice convening the General Meeting must state so and a copy of the proposal, including the verbatim text thereof, must be deposited and kept available at the Company's office for inspection by the Shareholders and other persons holding Meeting Rights, until the conclusion of the meeting.

**Article 28. Dissolution and Liquidation.**

- 28.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting subject to prior written approval of Stichting Security Trustee Bumper NL 2023-1. When a proposal to dissolve the Company is to be made to the General Meeting, this must be stated in the notice convening the General Meeting.
- 28.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Managing Directors become the liquidators of the dissolved Company's property, unless the General Meeting resolves to appoint one or more other persons as liquidator.
- 28.3 During liquidation, the provisions of these Articles of Association remain in force to the extent possible.
- 28.4 The balance remaining after payment of the debts of the dissolved Company must be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.
- 28.5 In addition, the liquidation is subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

**Article 29. Final Provision.**

- 29.1 All rights assigned to Stichting Security Trustee Bumper NL 2023-1 in the Articles of Association shall expire if and to the extent no notes are issued by the Company, with respect to which notes Stichting Security Trustee Bumper NL 2023-1 acts as agent and/or trustee of the relevant noteholders.
- 29.2 The first financial year of the Company shall end on the thirty-first day of December two thousand and twenty-four.
- 29.3 Articles 29.2 and 29.3, and the numbering of Article 29.1, expire at the end of the first financial year.

**Finally, the person appearing has declared:**

**Issued Capital.**

At incorporation, the issued capital of the Company equals one euro (EUR 1) and is divided into one (1) share with a nominal value of one euro (EUR 1) (the **Issued Share**). The Issued Share is hereby subscribed for by the Incorporator.

The Issued Share is issued at par. The Issued Share will be paid for in cash. Payment in a currency other than euro was permitted.

The Issued Share is paid for in cash. The Company hereby accepts the payment made for the Issued Share.

**First Managing Director.**

The first Managing Director of the Company is Intertrust Management B.V., having its official seat in Amsterdam, the Netherlands.

**Close.**

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared that she had taken note of and agreed to the contents of this deed and did not want the complete deed to be read to her. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.

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