

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 jeopardizing 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.

INCORPORATION

(Hill FL 2022-1 B.V.)

This twenty-fourth day of December two thousand twenty-one, there appeared before me, Freek Hilberdink, civil law notary officiating in Amsterdam, the Netherlands: Gerardus Adrianus Faaij, born in Vlist, the Netherlands, on the fifteenth day of March nineteen hundred ninety-three, with office address at Parnassusweg 300, 1081 LC Amsterdam, the Netherlands, in this respect acting as authorised representative in writing of:

Stichting Holding Hill, a foundation (*stichting*) under Dutch law, having its official seat in the municipality of Amsterdam, the Netherlands, and its registered office at Basisweg 10, 1043 AP Amsterdam, the Netherlands (**incorporator**).

Power of Attorney

The authorisation of the person appearing is evidenced by one (1) written power of attorney, a copy of which shall be 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*) (**Company**), with the following articles of association.

ARTICLES OF ASSOCIATION:**1 Definitions**

1.1 In these articles of association (**Articles of Association**) the following words shall have the following meanings:

Security Trustee: Stichting Security Trustee Hill FL 2022-1, a foundation (*stichting*) under Dutch law, having its official seat in the municipality of Amsterdam, the Netherlands, or its successor in title (if applicable);

Company Body: the Management Board or the General Meeting;

Depository Receipt: a depository receipt for a Share;

General Meeting: the general meeting of the Company;

in writing: by letter, e-mail, or by a legible and reproducible message otherwise electronically sent, provided that the identity of the sender can be sufficiently established;

Inability: inability (*belet*) as referred to in Section 2:244 subsection 4 of the Dutch Civil Code, including the event that the relevant person claims inability for a certain period of time in writing;

Interested Parties: shall have the meaning as referred to in Article 9.2;

Management Board: the management board of the Company;

Meeting Right: the right to attend the General Meeting and to address the meeting in person or through a representative authorized in writing, and the other rights designated by law to holders of depository receipts of shares to which Meeting Right is attached.

Offeror: shall have the meaning as referred to in Article 9.2;

Share: a share in the capital of the Company;

Shareholder: a holder of one or more Shares;

1.2 References to Articles shall be deemed to refer to articles of these Articles of Association, unless the contrary is apparent.

2 Name and Official Seat

2.1 The Company's name is:

Hill FL 2022-1 B.V.

2.2 The official seat of the Company is in Amsterdam, the Netherlands.

3 Objects

The objects of the Company are:

- (a) to enter into purchase agreements;
- (b) to enter into lease agreements;
- (c) to hire-purchase acquire, purchase, manage, alienate and encumber vehicles and receivables and to exercise any rights connected to such vehicles and receivables;
- (d) to take up loans by way of issue of securities, granting participations or by entering into loan agreements, to acquire the vehicles and receivables mentioned under (c) and to enter into agreements ancillary thereto;
- (e) to invest and on-lend any funds held by the Company;
- (f) to hedge interest rate and other financial risks amongst others by entering into derivative agreements, including swap agreements and option agreements;
- (g) if incidental to the foregoing;

- (i) to take up loans, amongst others to repay the obligations under any securities, participations and loan agreements mentioned under (d).; and
- (ii) to grant guarantees, to grant property and personal security rights (*goederenrechtelijke en persoonlijke zekerheidsrechten*) to third parties, or to release security rights granted to it by third parties,

and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

4 Capital

- 4.1 The nominal value of each Share equals one euro (EUR 1.00).
- 4.2 All Shares shall be registered. No share certificates shall be issued.

5 Register

- 5.1 The Management Board shall keep a register with the names and addresses of all Shareholders, pledgees and usufructuaries.
- 5.2 Shareholders and others whose details must be included in the register shall provide the Management Board with the necessary information in a timely manner.
- 5.3 All notifications and notices to Shareholders may be sent to the addresses included in the register.

6 Issuance of Shares

- 6.1 Shares shall be issued pursuant to a resolution of the General Meeting.
- 6.2 A resolution to issue Shares shall stipulate the issue price and the other conditions.
- 6.3 Upon issuance of Shares, each Shareholder shall have a right of pre-emption in proportion to the aggregate nominal value of his Shares, subject to the limitations prescribed by law and subject to Article 6.4.
- 6.4 Prior to each issuance of Shares, the right of pre-emption may be limited or excluded by the Company Body competent to issue such Shares.
- 6.5 The provisions of this Article 6 shall apply by analogy to the granting of rights to subscribe for Shares, but shall not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.
- 6.6 The issue of a Share shall require 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 shall be parties.
- 6.7 The full nominal value of each Share must be paid in upon issuance.

7 Own Shares and Reduction of the Issued Capital

- 7.1 Fully paid in Shares or Depositary Receipts shall be acquired pursuant to a resolution of the Management Board, in addition to which a resolution to acquire Shares or Depositary Receipts for a consideration shall be subject to approval of the General Meeting
- 7.2 The General Meeting may resolve to reduce the Company's issued capital.

8 Transfer of Shares

- 8.1 The transfer of a Share shall require 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 shall be parties. Acquisition by the Company of partly paid shares in its capital is void.

8.2 Unless the Company itself is party to the legal act, the rights attributable to any Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it in accordance with the provisions of the law.

9 Blocking Clause (offer to co Shareholders)

9.1 A transfer of one or more Shares can only be effected with due observance of the provisions set out in this Article 9, unless (i) all co-Shareholders have approved the intended transfer in writing, which approval shall then be valid for a period of three (3) months, or (ii) the Shareholder concerned is obliged by law to transfer his Shares to a former Shareholder.

9.2 A Shareholder wishing to transfer one (1) or more of his Shares (hereinafter: the "**Offeror**") shall first offer to sell such Shares to his co-Shareholders. Such offer shall be made by the Offeror by means of a written notification to the Management Board, stating the number of Shares he wishes to transfer. Within two weeks of receipt of this notification, the Management Board shall give notice of the offer to the co-Shareholders. Co-Shareholders interested in purchasing one or more of the Shares on offer (hereinafter: "**Interested Parties**") must notify the Management Board within one month after said notices from the Management Board have been sent; notifications from co-Shareholders received later shall not be taken into account. If the Company itself is a co-Shareholder, it shall only be entitled to act as an Interested Party with the consent of the Offeror.

9.3 If the Interested Parties dispute the fairness of the price asked, the price shall be agreed in further joint consultation or, if they do not reach agreement on this, the price shall be set by three (3) independent experts, one (1) to be appointed by the Offeror, one (1) to be appointed by the Interested Party or Parties and the third one to be jointly appointed by the experts thus appointed. If experts are appointed, they shall be authorized to inspect all books and records of the Company and to obtain all such information as will be useful to them in setting the price. Within one (1) week of the price being set, the Interested Parties must give notice to the Offeror of the number of the Shares on offer they wish to purchase.

9.4 Within one month of the price being set, the Interested Parties must give notice to the Management Board of the number of the Shares on offer they wish to purchase. An Interested Party who fails to submit notice within said term shall no longer be counted as an Interested Party. Once the notice mentioned in the preceding sentence has been given, an Interested Party can only withdraw with the consent of the other Interested Parties.

9.5 If the Interested Parties wish to purchase more Shares in the aggregate than have been offered, the Shares on offer shall be distributed among them. The Interested Parties shall determine the distribution by mutual agreement. If they do not reach agreement on the distribution within two weeks from the notice to the Management Board referred to in Article 9.4, the Shares on offer shall be distributed among them by the Management Board, as far as possible in proportion to the shareholding of each Interested Party at the time of the

distribution. However, the number of Shares on offer allocated to an Interested Party cannot exceed the number of Shares he wishes to purchase.

- 9.6 The Offeror may withdraw his offer up to one month after the day on which he is informed to which Interested Party or Parties he can sell all the Shares on offer and at what price.
- 9.7 If it is established that none of the co-Shareholders to whom the Shares were offered pursuant to Article 9.2 is an Interested Party or that not all Shares put on offer shall be purchased for payment in cash, the Offeror may freely transfer the total number of the Shares on offer, and not part thereof, up to three (3) months thereafter.
- 9.8 All notifications and notices referred to in this Article 9 shall be made by certified mail or against acknowledgement of receipt. Each time the Management Board receives such notification or notice, it shall immediately send a copy thereof to the Offeror and all Interested Parties (with the exception of the sender), unless indicated otherwise hereinabove.
- 9.9 All costs of the appointment of the expert or experts, as the case may be, and their determination of the price, shall be borne by:
- (a) the Offeror if he withdraws his offer;
 - (b) the Offeror and the buyers for equal parts if the Shares have been purchased by one or more Interested Parties, provided that these costs shall be borne by the buyers in proportion to the number of Shares purchased;
 - (c) the Company if the offer has not been accepted in full or only in part.
- 9.10 The preceding provisions of this Article 9 shall apply by analogy to rights to subscribe for Shares and rights of pre-emption.

10 Pledge and Usufruct

- 10.1 The provisions of Article 8 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct in Shares.
- 10.2 The voting rights attributable to a Share may not be assigned to the pledgee or the usufructuary.

11 Depositary Receipts

- 11.1 The transfer of a Depositary Receipt shall require a deed for that purpose to which those involved in the transfer shall be parties.
- 11.2 Holders of Depositary Receipts do not have Meeting Right.

12 Management Board Members

- 12.1 The Management Board shall consist of one (1) or more members. Both individuals and legal entities can be Management Board members.
- 12.2 Management Board members are appointed by the General Meeting.
- 12.3 A Management Board member may be suspended or dismissed by the General Meeting at any time.
- 12.4 The authority to establish a remuneration and other conditions of employment for Management Board members is vested in the General Meeting.

13 Duties and Decision-making of the Management Board

- 13.1 The Management Board shall be entrusted with the management of the Company. In performing their duties the Management Board members shall act

in accordance with the interests of the Company and the enterprise connected with it.

- 13.2 Each Management Board member may cast one (1) vote in the Management Board.
- 13.3 All resolutions of the Management Board shall be adopted by more than half of the votes cast.
- 13.4 If there is a tie in voting, the General Meeting shall have a casting vote.
- 13.5 Management Board resolutions may at all times be adopted outside of a meeting, in writing or otherwise, provided the proposal concerned is submitted to all Management Board members then in office and none of them objects to this manner of adopting resolutions.
- 13.6 The Management Board may establish further rules regarding its decision-making process and working methods. In this context, the Management Board may also determine the duties for which each Management Board member in particular shall be responsible. The General Meeting may decide 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.
- 13.7 A Management Board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Management Board member and the Company and the enterprise connected with it. If there is such personal conflict of interest in respect of all Management Board members, the preceding sentence does not apply and the Management Board shall maintain its authority, without prejudice to the provisions of Article 14.2.

14 Approval of Management Board Resolutions

- 14.1 The General Meeting may require Management Board resolutions to be subject to its approval. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified.
- 14.2 A resolution of the Management Board with respect to a matter involving a direct or indirect personal conflict of interest between one (1) or more Management Board members and the Company and the enterprise connected with it shall be subject to the approval of the General Meeting.
- 14.3 The Management Board may enter into the legal acts referred in Section 2:204 of the Dutch Civil Code without the prior approval of the General Meeting.
- 14.4 The absence of approval by the General Meeting for a resolution as referred to in this Article 14 shall not affect the authority of the Management Board or its members to represent the Company.

15 Representation

- 15.1 The Company shall be represented by the Management Board.
- 15.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title. Such officers may be registered at the Dutch trade register, indicating the scope of their power to represent the Company.

16 Vacancy or Inability of the Management Board Members

- 16.1 If a seat is vacant on the Management Board (*ontstentenis*) or upon the Inability of a Management Board member, the remaining Management Board members or member shall temporarily be entrusted with the management of the Company.
- 16.2 If all seats in the Management Board are vacant or upon the Inability of all Management Board members or the sole Management Board member, the management of the Company shall temporarily be entrusted to one (1) or more persons designated for that purpose by the General Meeting.

17 Financial Year and Annual Accounts

- 17.1 The Company's financial year shall be the calendar year.
- 17.2 Annually, not later than five (5) months after the end of the financial year, unless by reason of special circumstances this period is extended by the General Meeting by not more than five (5) months, the Management Board shall prepare annual accounts and deposit the same for inspection by the Shareholders at the Company's office.
- 17.3 Within the same period, the Management Board shall also deposit the management report for inspection by the Shareholders.
- 17.4 The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.
- 17.5 The annual accounts shall be signed by the Management Board members. If the signature of one (1) or more of them is missing, this shall be stated and reasons for this omission shall be given.
- 17.6 The Company may, and if the law so requires shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.
- 17.7 The General Meeting shall adopt the annual accounts. Signing of the annual accounts by the Management Board members does not constitute as adoption by the General Meeting, not even when each Shareholder is also a Management Board member.
- 17.8 The General Meeting may grant full or limited discharge to the Management Board members for the management pursued.
- 17.9 The preceding provisions of this Article 17 shall not apply if Section 2:395a, Section 2:396 or Section 2:403 of the Dutch Civil Code applies to the Company and states otherwise.

18 Profits and Distributions

- 18.1 The allocation of profits accrued in a financial year shall be determined by the General Meeting. If the General Meeting does not adopt a resolution regarding the allocation of the profits prior to or at latest immediately after the adoption of the annual accounts, the profits will be reserved.
- 18.2 The General Meeting has the authority to make distributions. If the Company is required by law to maintain reserves, this authority only applies to the extent that the equity exceeds these reserves. No resolution of the General Meeting to distribute shall have effect without the consent of the Management Board. The Management Board may withhold such consent only if it knows or reasonably

should expect that after the distribution, the Company will be unable to continue the payment of its due debts.

19 General Meetings

- 19.1 At least one (1) General Meeting, the annual General Meeting, shall be held or at least once a resolution shall be adopted in accordance with Article 25 during each financial year.
- 19.2 General Meetings shall be convened by and held as often as the Management Board deems such necessary. Notice of General Meetings may also be given by persons to whom voting rights to Shares accrue, representing in the aggregate at least half of the Company's issued capital.
- 19.3 One (1) or more Shareholders representing individually or jointly at least one per cent (1%) of the Company's issued capital may request the Management Board in writing to convene a General Meeting, stating specifically the subjects to be discussed. If the Management Board has not taken the necessary measures so that the meeting can be held within four (4) weeks after receipt of the request, the applicants shall be authorized to convene a meeting themselves.

20 Notice and Venue of Meetings

- 20.1 Notice of the meeting shall be given no later than on the eighth day before the date of the meeting.
- 20.2 The notice of the meeting shall specify the subjects to be discussed.
- 20.3 A subject for discussion of which discussion has been requested in writing not later than thirty (30) days before the day of the meeting by one (1) or more Shareholders who individually or jointly represent at least one per cent (1%) of the Company's issued capital, shall be included in the notice or shall be notified in the same way as the other subjects for discussion, provided that no important interest (*zwaarwichtig belang*) of the Company dictates otherwise.
- 20.4 The notice of the meeting shall be sent by letters to the addresses of the Shareholders, shown in the register referred to in Article 5. Shareholders may be sent notice of the meeting by means of a legible and reproducible message electronically sent to the address stated by them for this purpose to the Company.
- 20.5 General Meetings are held in the municipality in which, according to these Articles of Association, the Company has its official seat. General Meetings may also be held elsewhere, provided that all Shareholders have consented to the place of the meeting and prior to the decision-making process, the Management Board members have been given the opportunity to render advice.

21 Admittance and Meeting Right

- 21.1 Each Shareholder shall be entitled to attend any General Meeting, to address that meeting and, if the voting rights accrue to him, to exercise his voting rights. Shareholders may be represented in a General meeting by a proxy authorized in writing.

- 21.2 At a meeting, each Shareholder or his representative must sign the attendance list. The chairperson of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.
- 21.3 The Management Board members shall have the right to give advice in the General Meetings.
- 21.4 The chairperson of the meeting shall decide on the admittance of other persons to the meeting.

22 Chairperson and Secretary of the Meeting

- 22.1 The chairperson of a General Meeting shall be appointed by more than half of the votes cast by the persons with voting rights present at the meeting. Until such appointment is made, a Management Board member shall act as chairperson, or, if no Management Board member is present at the meeting, the eldest person present at the meeting shall act as chairperson.
- 22.2 The chairperson of the meeting shall appoint a secretary for the meeting.

23 Minutes and Recording of Shareholders' Resolutions

- 23.1 The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairperson and the secretary of the meeting and as evidence thereof shall be signed by them.
- 23.2 The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting or the chairperson's representative shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Shareholders. Each of them shall be provided with a copy of or an extract from the records upon request.

24 Resolutions

- 24.1 Each Share confers the right to cast one (1) vote.
- 24.2 To the extent that the law or these Articles of Association do not require a qualified majority, all resolutions of the General Meeting shall be adopted by more than half of the votes cast.
- 24.3 If there is a tie in voting, the proposal shall be deemed to have been rejected.
- 24.4 If the formalities for convening and holding of General Meetings, as prescribed by law or these Articles of Association, have not been complied with, valid resolutions by the General Meeting may only be adopted in a meeting if all Shareholders have consented to the decision-making process taking place and prior to the decision-making process, Management Board members have been given the opportunity to render advice.
- 24.5 No voting rights may be exercised in the General Meeting for any Share held by the Company or a subsidiary, nor for any Share for which the Company or a subsidiary holds the depositary receipts.

25 Resolutions without holding Meetings

- 25.1 Shareholders resolutions may also be adopted in a manner other than at a meeting, provided that all Shareholders have given consent to such decision-making process in writing. The votes shall be cast in writing. Prior to the

adoption of resolutions, Management Board members shall be given the opportunity to render advice.

- 25.2 For the purposes of Article 25.1 the requirement of votes to be cast in writing shall also be met in case the resolution is recorded in writing or electronically, indicating the manner in which each vote is cast and such resolution is signed by all Shareholders.
- 25.3 As soon as the Management Board is acquainted with the resolution, it shall keep record thereof and add such record to those referred to in Article 23.2.

26 Amendment of the Articles of Association

- 26.1 The General Meeting may resolve to amend these Articles of Association. When a proposal to amend these Articles of Association is to be made at a General Meeting, this must be stated in the notice of such meeting. Simultaneously, a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Shareholders, until the end of the meeting.
- 26.2 The General Meeting shall only be authorized to resolve upon amendment of the Articles of Association, after receiving the prior written consent of the Security Trustee on the proposal to amend the Articles of Association.

27 Dissolution and Liquidation

- 27.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made at a General Meeting this must be stated in the notice of such meeting.
- 27.2 The General Meeting shall only be authorized to resolve upon dissolution of the Company, after receiving the prior written consent of the Security Trustee.
- 27.3 If the Company is dissolved pursuant to a resolution of the General Meeting, the Management Board members shall become liquidators of the dissolved Company's property. The General Meeting may decide to appoint other persons as liquidators.
- 27.4 During liquidation, to the extent possible the provisions of these Articles of Association shall continue to apply.
- 27.5 The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.

28 Transitory provision

The provisions of Articles 26.2 and 27.2 with regard to the Security Trustee as well as all other provisions of these Articles of Association with regard to the Security Trustee, shall only apply if Notes (as defined in the Master Definitions and Common Terms Agreement, to be entered into in the year two thousand twenty-two between *inter alia* the incorporator, the Company and the Security Trustee) have been issued, to be confirmed by the Board in due course.

29 First financial year

The first financial year of the Company shall end on the thirty-first day of December two thousand and twenty-two. This article and its heading shall cease to exist after the end of the first financial year.

Final statement

Finally, the person appearing has declared the following:

- (a) At incorporation, the issued capital of the Company equals one euro (EUR 1.00). At incorporation, one (1) Share with a nominal value of one euro (EUR 1.00) (**Issued Share**) is issued at par, which Issued Share is hereby subscribed for by the incorporator.
Payment in a different currency unit than the currency of the nominal value of the Issued Share is permitted. The Issued Share has been paid up in full. The Company hereby accepts payments made on the Issued Share.
- (b) The first Management Board member of the Company is:
Intertrust Management B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat in Amsterdam, the Netherlands and its registered offices at Basisweg 10, 1043 AP Amsterdam, the Netherlands, registered with the Dutch trade register under number 33226415.

End

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

This deed was executed in Amsterdam, on the date stated in the first paragraph of this deed. The contents of the deed have been stated and clarified to the person appearing. The person appearing has declared not to wish the deed to be fully read out, to have noted the contents of the deed timely before its execution and to agree with the contents. After limited reading, this deed was signed first by the person appearing and thereafter by me, civil law notary.