

22 November 2023

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Deed of incorporation

of

Hill FL 2024-1 B.V.

with corporate seat in Amsterdam, the Netherlands

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, by law the Dutch text will govern

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Deed of incorporation

On the twenty-second day of November two thousand and twenty-three, appeared before me, Gijs ter Braak, civil-law notary in Amsterdam, the Netherlands: Tessel Prins, with office address Claude Debussylaan 247, 1082 MC Amsterdam, the Netherlands, born in Alphen aan den Rijn, the Netherlands, on the tenth day of July nineteen hundred eighty-three, acting pursuant to a power of attorney authorised in writing by:

Stichting Holding Hill FL 2024-1, a foundation (*stichting*), governed by the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, and its office address at Basisweg 10, 1043 AP Amsterdam, the Netherlands, and registered with the Dutch trade register under file number 92047785 (the "Incorporator").

The said individual, acting in the aforementioned capacity, declared hereby to incorporate a private company with limited liability and to establish therefore the following articles of association:

ARTICLES OF ASSOCIATION

Article 1

Definitions (for convenience sake the following definitions are listed in alphabetical order not necessarily being in the order of the Dutch original)

- 1.1 In the articles the following terms shall have the following meaning:
- (a) "Annual Accounts": the balance sheet and the profit and loss account together with the explanatory notes thereto of the Company;
 - (b) "Articles": the present articles of association of the Company;
 - (c) "Company": the legal entity to which the Articles apply;
 - (d) "General Meeting": the body of the Company consisting of the person or persons to whom, as a Shareholder or otherwise, voting rights attached to the Shares accrue, or (as the case may be) a meeting of such persons (or their representatives) and other Persons with Meeting Rights;
 - (e) "Management Board": the management board of the Company;
 - (f) "Managing Director": a member of the Management Board;
 - (g) "Meeting Rights": the rights conferred by Section 2:227, subsection 1, of the Dutch Civil Code to attend and address the General Meeting in person or by written proxy;
 - (h) "Person with Meeting Rights": a person to whom the Meeting Rights accrue;
 - (i) "Security Trustee" Stichting Security Trustee Hill FL 2024-1 a foundation (*stichting*), governed by the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, and its office address at Basisweg 10, 1043 AP Amsterdam, the Netherlands;
 - (j) "Shareholder": a holder of one or more Shares; and
 - (k) "Share": a share in the capital of the Company.
- 1.2 The expressions "written" and "in writing" used in the Articles mean: communications sent by letter, telefax, e-mail or any other means of an electronic communication system which is legible and printable. The written form requirement will be met if the document is recorded electronically.
- 1.3 Unless indicated or evidently intended otherwise, words or expressions in the singular shall include the plural and vice versa.
- 1.4 Unless indicated or evidently intended otherwise, references in the masculine form shall include the feminine and neutral form and vice versa.

Article 2

Name. Registered office

2.1 The Company is a private company with limited liability named:
Hill FL 2024-1 B.V.

2.2 The Company has its corporate seat in Amsterdam, the Netherlands.

Article 3

Objects

The objects of the Company are:

- (a) to enter into lease agreements, sale and purchase agreements and contract takeovers agreements;
- (b) to transport vehicles and receivables and to exercise all rights attached to such transport vehicles and receivables;
- (c) to, against the issue of bonds or participations, or by entering into loan agreements, borrow funds to, inter alia, finance the acquisition of the transport vehicles or receivables referred to under (b) above as well as to enter into agreements in connection with aforementioned activities;
- (d) to invest, including to lend, the assets of the Company;
- (e) to limit interest – and other financial risks – by entering into financial derivatives , including swap agreements and option agreements;
- (f) to, in connection with the abovementioned:
 - (i) lend funds to, inter alia, repay the obligations pursuant to issued bonds, participations or loan agreements as mentioned under (c) above; and
 - (ii) grant security rights or to release such granted security rights to third parties,

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

Article 4

Register

The Management Board shall keep a register as referred to in Section 2:194 of the Dutch Civil Code in which the details required by law regarding Shareholders are recorded. Details of pledgees and usufructuaries of Shares shall also be recorded in the register. The register shall be updated regularly.

Article 5

Capital

The capital of the Company is divided into one or more Shares, each with a nominal value of one euro (EUR 1.00).

Article 6

Shares. Pledge. Usufruct. Meeting Rights. Depositary receipts for Shares

6.1 All Shares shall be registered shares. No share certificates shall be issued. The Management Board may number the Shares in consecutive order, starting from number 1.

6.2 On Shares a right of usufruct and a right of pledge may be created.

- 6.3 The voting rights attached to a Share may not be assigned to a pledgee or usufructuary.
- 6.4 The Meeting Rights shall not accrue to usufructuaries and pledgees who are not entitled to vote, unless otherwise agreed upon the creation or assignment of the right of usufruct or the right of pledge.
- 6.5 Meeting Rights cannot be attached to depositary receipts for Shares.

Article 7

Transfer

- 7.1 A transfer of Shares requires a deed executed for that purpose before a civil-law notary registered in the Netherlands.
- 7.2 Following a transfer the rights attached to the Shares concerned may not be exercised until the deed has been served upon the Company or until the transfer has been acknowledged by the Company. The provision in the preceding sentence shall not apply if the Company itself was a party to the transfer.

Article 8

Transfer restrictions

- 8.1 Shares may be transferred only after they have been offered for sale in accordance with the provisions of paragraphs 2 to and including 14, unless the provisions of paragraph 15 apply.
- 8.2 A Shareholder who wishes to transfer any or all of his Shares - hereinafter referred to as the "Transferor" - shall give notice of that intent to the Board of Managing Directors. In the following paragraphs of this article the date on which the aforesaid notice is received by the Board of Managing Directors is referred to as the "Offer Date".
- 8.3 As soon as possible, but no later than seven (7) days after the Offer Date, the Board of Managing Directors shall communicate the contents of the notice referred to in paragraph 2 to all the Transferor's co-Shareholders. Subject to the provision in the next sentence, said Shareholders shall be entitled to purchase the Shares offered, with due observance to the provisions of the following paragraphs of this article. This right to purchase shall not attach to Shares which are held by the Company or by Subsidiaries.
- 8.4 As soon as possible, but no later than four (4) weeks after receipt of the communication referred to in paragraph 3, the Shareholders who have the right to purchase the Shares offered must notify the Board of Managing Directors whether they shall exercise their right to purchase, and if so, how many of the Shares offered they wish to purchase. Said Shareholders are hereinafter referred to as the "Purchasers".
- 8.5 If there are Purchasers and if no drawing of lots as referred to in

paragraph 7 needs to take place, the Board of Managing Directors shall as soon as possible, but no later than seven (7) days after expiry of the Application Term, allot the Shares to the Purchasers. The allotment may in no event result in a joint acquisition of any Share or Shares.

- 8.6 The Board of Managing Directors shall notify the Transferor and all the other Shareholders of the names and addresses of the Persons to whom the Shares have been allotted as well as the number of Shares allotted to each of them individually.
- 8.7 If there are no Purchasers at all or if there are not enough Purchasers for all Shares offered, then during a period of three (3) months - to be counted from the date of despatch of the notice referred to in paragraph 6 - the Transferor shall be free to transfer the Shares, or any of them, which he has offered.
- 8.8 If all the Shares offered have been allotted the price of the Shares allotted shall be determined in mutual agreement by the Transferor and the Persons to whom the Shares have been allotted (the Transferor and said Persons hereinafter also jointly referred to as the "Interested Parties"). Failing such agreement within thirty (30) days after the date of despatch of the notice referred to in paragraph 6, the price of the Shares allotted shall be determined by three (3) independent experts, unless within seven (7) days after expiry of the aforesaid term of thirty (30) days the Interested Parties have reached agreement on the appointment of a different number of experts. The expert(s) shall be appointed by the Interested Parties by mutual agreement; failing such agreement within fourteen (14) days after expiry of the aforesaid term of thirty (30) days, one independent expert shall be appointed at the request of any of the Interested Parties by the Chairman or deputy Chairman of the Royal Netherlands Institute of Chartered Accountants.
Both a single independent expert and several independent experts are hereinafter referred to as the "Independent Expert".
- 8.9 The Independent Expert shall have the right to inspect all the Company's books, records and other data carriers. The Board of Managing Directors shall give him all such information as he may require and all such co-operation as he may desire for the purpose of determining the price.
- 8.10 The Independent Expert must state to the Board of Managing Directors the price he has set and the Board of Managing Directors must then promptly announce that price to the Interested Parties and to all the other Shareholders.
- 8.11 As soon as possible but no later than thirty (30) days after receipt of the announcement of the Board of Managing Directors referred to in

paragraph 10, each and every Person to whom any of the Shares offered have been allotted must notify the Board of Managing Directors how many Shares he shall purchase at the set price, failing which his right to purchase shall be forfeited. If not all of the Shareholders to whom Shares have been allotted declare that they will purchase the Shares so allotted, the Transferor shall be free to transfer the Shares, or any of them, which he has offered, provided that such transfer is made within three (3) months after the date on which the transferor has been informed that not all of the Shares offered will be purchased.

- 8.12 The Transferor may withdraw his offer, provided that such withdrawal shall include all the Shares offered, at any time within the period ending on the date when thirty (30) days have passed since the date on which the Transferor has received final notice stating at what price and how many of the Shares offered he may transfer to Persons to whom the allotment has been made, and to which of them he may so transfer the Shares.
- 8.13 Within thirty (30) days after expiry of the term within which the Transferor could withdraw his offer the allotted Shares must be transferred to the Purchasers, who - unless the parties agree otherwise - must pay the purchase price at the same time.
- 8.14 The fees and expenses incidental to the determination of the price by the Independent Expert shall be paid by the Transferor if he withdraws his offer after the price has been set; in all other cases said fees and expenses shall be paid by the Company.
- 8.15 The procedures laid down in paragraphs 2 up to and including 14 may be dispensed with only:
- (a) if all the Transferor's co-Shareholders have declared in writing that they approve a particular Share transfer proposed by the Transferor, on condition that such transfer be made within three (3) months after the last of said approvals has been received; or
 - (b) if a Shareholder transfers his Shares, or any of them, to his spouse, to his registered partner or to any of his blood relations in the direct descending line.

Article 9

Issue of Shares. Pre-emptive rights

- 9.1 Shares shall be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to the Management Board and may also revoke such transfer.
- 9.2 A resolution to issue Shares shall stipulate the issue price and the other terms of issue, which may include payment on Shares in a foreign

currency. The Company cannot subscribe for Shares.

- 9.3 Upon issuance of Shares each Shareholder shall have a right of pre-emption pro rata to the aggregate amount of his Shares, subject to the relevant limitations as prescribed by law and the provisions of article 9 paragraph 4. Rights of pre-emption may not be separately disposed of.
- 9.4 Prior to each particular issuance of Shares, the right of pre-emption may be limited or excluded pursuant to a resolution of the body of the Company authorised to issue Shares.
- 9.5 The provisions of this article shall mutatis mutandis apply 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.
- 9.6 The issue of Shares requires a deed executed for that purpose before a civil-law notary registered in the Netherlands.
- 9.7 The full nominal value of a Share must be paid upon issuance. It may be stipulated that the nominal value or part thereof will only have to be paid after expiry of a specified period or after the Company has requested that such payment be made.

Article 10

Acquisition by the Company of Shares

- 10.1 The Management Board may resolve that the Company will acquire Shares in its own capital. Any acquisition by the Company of partly paid up Shares shall be null and void.
- 10.2 The Company may not acquire fully paid up Shares in its own capital in case the equity reduced by the acquisition price of the Shares is less than the reserves which must be maintained by law or the Articles or when the Management Board knows or could reasonably foresee that the Company would not be able to pay its due debts after the acquisition.

Article 11

Reduction of capital

- 11.1 The General Meeting may resolve to reduce the issued capital by cancelling Shares or by reducing the nominal value of the Shares by an amendment of the Articles, with due observance of the limitations prescribed by law.
- 11.2 A resolution to reduce the Company's issued capital with repayment will have no effect for as long as the Management Board has not granted its approval thereto. The Management Board will only refuse to grant its approval if it knows or could reasonably foresee that the Company would not be able to pay its due debts after such repayment.

Article 12

Management Board. Duties and decision-making. Conflict of interest

- 12.1 The Management Board shall consist of one or more Managing Directors. Both individuals and legal entities can be Managing Directors.
- 12.2 The Managing Directors shall be appointed by the General Meeting. The General Meeting shall determine the remuneration and further terms of employment of each Managing Director.
- 12.3 A Managing Director may be suspended or removed from office by the General Meeting at any time.

Article 13

Duties and decision-making of the Management Board. Conflict of interest

- 13.1 The Management Board shall be entrusted with the management of the Company. In performing their duties, the Managing Directors shall act in accordance with the interests of the Company and the business connected with it.
- 13.2 Meetings of the Management Board shall be held as often as a Managing Director deems necessary.
- 13.3 A Managing Director may be represented at a meeting of the Management Board by another Managing Director authorised in writing.
- 13.4 Each Managing Director may cast one vote in the Management Board.
- 13.5 If the Management Board consists of more than one Managing Director, resolutions of the Management Board shall require an absolute majority of the votes cast. If there is a tie in voting, the proposal shall be rejected.
- 13.6 Meetings of the Management Board may be held by means of an assembly of the Managing Directors in person at a formal meeting or by conference call, video conference or by any other means of communication, provided that all participating Managing Directors are able to communicate with each other simultaneously.
- 13.7 The Management Board may establish rules regarding its working methods and decision-making process. In this context, the Management Board may also determine the duties which a Managing Director shall be particularly responsible for.
- 13.8 A Managing Director may not participate in the deliberations and decision-making by the Management Board if he has a direct or indirect personal interest therein that conflicts with the interests of the Company or the business connected with it. If there is a conflict of interest in respect of all Managing Directors, the preceding sentence shall not apply and the Management Board shall maintain its authority to adopt the resolution, without prejudice to the provisions of article 16 paragraph 3.
- 13.9 All resolutions which the Managing Directors can adopt at a meeting of the Management Board may also be adopted outside a meeting, in

writing or otherwise, provided that the proposal concerned is submitted to all Managing Directors then in office in respect of whom no conflict of interest exists and none of them objects to this manner of adopting resolutions.

Article 14

Managing Directors ceasing to hold office or inability to act

14.1 In the event that one or more Managing Directors shall cease to hold office or shall be unable to act, the other Managing Directors or the only remaining Managing Director shall be temporarily in charge of the management of the Company.

14.2 In the event that all Managing Directors or the sole Managing Director cease to hold office or are unable to act, the person designated or to be designated for that purpose by the General Meeting shall be temporarily entrusted with the management of the Company. The provisions of the Articles concerning the Management Board and the Managing Director(s) individually shall apply *mutatis mutandis* to that person. Furthermore, he shall be required to convene a General Meeting as soon as possible, which General Meeting may decide on the appointment of one or several new Managing Directors.

Article 15

Representation

15.1 The Management Board shall represent the Company.

15.2 The Management Board may grant one or more persons general or limited power to represent the Company and may alter or revoke such power of attorney. The Management Board shall determine such person's title.

Article 16

Approval of Management Board resolutions. Instructions to Management Board

16.1 The Management Board shall comply with instructions given by the General Meeting, unless these instructions conflict with the interest of the Company or the business connected with it.

16.2 The General Meeting may determine that resolutions of the Management Board shall be subject to its approval, provided that the General Meeting shall carefully describe such resolutions and notify the Management Board accordingly in writing.

16.3 A resolution of the Management Board concerning a matter involving a direct or indirect personal interest in respect of all Managing Directors then in office that conflicts with the interests of the Company or the business connected with it, shall be subject to the approval of the

General Meeting.

- 16.4 The absence of approval by the General Meeting of a resolution as referred to in this article shall not affect the authority of the Management Board or the Managing Directors.
- 16.5 The Managing Board shall be authorised to perform legal acts as referred to in Section 2:204 of the Dutch Civil Code, without the prior approval of the General Meeting.

Article 17

General Meeting. Notice. Venue

- 17.1 During each financial year at least one General Meeting shall be held or at least one resolution shall be adopted in accordance with article 20.
- 17.2 Other General Meetings shall be held as often as the Management Board deems necessary. The power to convene the General Meeting shall vest in the Management Board as well as in each Managing Director and each Shareholder.
- 17.3 Notice of the General Meeting must be given to each Person with Meeting Rights. The term of notice must be at least eight days before the date on which the meeting is held.
- Subject to their approval, Persons with Meeting Rights may also be convened by an electronic communication system which is readable and printable sent to the address provided by them to the Company for that purpose.
- 17.4 If the term of notice has not been observed or if notice has not been given or has not been served in the appropriate manner, valid resolutions may nevertheless be adopted, also in respect of subjects which have not been announced or the announcement of which has not been made in the prescribed manner, provided that all Persons with Meeting Rights approve any decision making on such topics and the Managing Directors had the opportunity to give their advice prior to the decision making.
- 17.5 General Meetings shall be held in the municipality in which the Company's office is situated, or in Rotterdam, The Hague, Utrecht or Schiphol (municipality of Haarlemmermeer), the Netherlands.
- 17.6 Without prejudice to the provisions of article 17 paragraph 5, any resolution adopted at a General Meeting held elsewhere – in or outside the Netherlands – shall only be valid provided all Persons with Meeting Rights have approved the place of the meeting and the Managing Directors had the opportunity to give their advice prior to the decision-making

Article 18

Admittance to and chairmanship of the General

- 18.1 Persons with Meeting Rights will be admitted to the General Meeting. Except for any Managing Director who has been suspended, the Managing Directors are also entitled to be admitted, as is any person who has been invited by the chairman of the meeting concerned to attend the General Meeting or any part of that meeting.
- 18.2 If a Person with Meeting Rights wishes to attend a General Meeting by proxy he must issue a written power of attorney for that purpose. The written form requirement of the power of attorney will be met if the power of attorney is recorded electronically.
- 18.3 The General Meeting itself shall appoint its chairman.
- 18.4 Each Shareholder is entitled to attend the General Meeting in person or by written proxy by means of an electronic communication system and to address the meeting and exercise the voting right there.
- 18.5 For the application of article 18, paragraph 4, it is required that the Shareholder can be identified by means of such electronic communication system, that he may follow the transaction at the meeting directly and exercise the voting right. In addition it is required that the Shareholder can participate in the deliberations by means of such electronic communication system.
- 18.6 The Management Board may subject the use of such electronic communication system to certain conditions.
- 18.7 The paragraphs 4, 5 and 6 of article 18 shall, as far as possible, apply to the rights of other Persons with Meeting Rights accordingly.

Article 19

Voting rights. Decision-making

- 19.1 Each Share carries the right to cast one vote.
- 19.2 Unless the law or the Articles stipulate another majority, all resolutions of the General Meeting shall be adopted by an absolute majority of the votes cast.
- 19.3 If there is a tie in voting, the proposal shall be rejected.

Article 20

Decision-making outside a meeting

- 20.1 Resolutions of Shareholders may also be adopted other than in meetings, provided that all Persons with Meeting Rights approved this manner of decision-making. Approving this manner of decision-making may be made electronically.
- 20.2 In case of resolutions to be adopted outside a meeting, votes must be cast in writing. The written form requirement for casting votes will also be met if the resolution stating how every Shareholder has voted is

recorded in writing or electronically. Voting may be made electronically. The Managing Directors will be given the opportunity to give their advice prior to the decision-making.

Article 21

Financial year. Annual Accounts

- 21.1 The financial year of the Company shall be equal to the calendar year.
- 21.2 Each year within five months from the end of the Company's financial year, except where this term is extended by a maximum of five months by the General Meeting due to special circumstances, the Management Board shall draw up Annual Accounts for that financial year and shall deposit the same at the Company's office for inspection by the Shareholders and the other Persons with Meeting Rights. To the extent required the additional data of the Company within the meaning of Section 2:392, subsection 1, of the Dutch Civil Code shall be added to these documents. Within the same period and unless Section 2:396, subsection 7, or Section 2:403 of the Dutch Civil Code applies to the Company, the Management Board shall also deposit the management report within the meaning of Section 2:391 of the Dutch Civil Code on that financial year at the Company's offices for inspection by the Shareholders and the other Persons with Meeting Rights.
- 21.3 The Annual Accounts shall be signed by each of the Managing Directors. If the signature of any of the Managing Directors is missing, this fact and the reason for such absence shall be stated.

Article 22

Adoption of Annual Accounts. Discharge of the Management Board

- 22.1 The Annual Accounts shall be adopted by the General Meeting.
- 22.2 Adoption of the Annual Accounts shall not constitute a release from liability of Managing Directors. The General Meeting may grant full or limited discharge to the Management Board for their management performed.
- 22.3 If all Shareholders are also Managing Directors, the signing of the Annual Accounts by all Managing Directors shall not constitute also adoption thereof.

Article 23

Profits and distributions

- 23.1 The General Meeting may appropriate the profits that have been determined by the adoption of the annual accounts and may decide to make distributions. Distributions are only permitted to the extent that the equity of the Company exceeds the reserves, which must be maintained by law or the Articles.

- 23.2 A resolution to make a distribution on Shares will have no effect for as long as the Management Board has not granted its approval thereto. The Management Board will only refuse to grant its approval if it knows or could reasonably foresee that the Company would not be able to pay its due debts after such distribution.
- 23.3 For the purposes of calculating the amounts to be distributed on a Share, the amount of obligatory payment of the nominal value per Share shall only be taken into account. Deviation of the rule is not permitted unless with the approval of all Shareholders.

Article 24

Amendment to the Articles

The General Meeting is authorised to resolve to amend the Articles after receipt of the prior written consent thereto of the Security Trustee.

Article 25

Dissolution and liquidation

- 25.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting.
- 25.2 The General Meeting is authorised to resolve to dissolve the Company after receipt of the prior written consent thereto of the Security Trustee.
- 25.3 Unless otherwise resolved by the General Meeting or unless otherwise provided by law, the Managing Directors shall be the liquidators of the Company.
- 25.4 In the event of its dissolution the Company shall continue in existence for such period of time as the liquidation of its assets and liabilities may require.
- 25.5 The surplus assets remaining after all the Company's liabilities have been satisfied shall be divided among the Shareholders in proportion to that part of the nominal value of the Shares which each one has paid on his Shares by virtue of calls made upon the Shareholders.
- 25.6 After completion of the liquidation, during the safe-keeping period prescribed by law the books, records and other data carriers of the dissolved Company shall remain in the custody of the person whom the liquidators have appointed for that purpose in writing.

Article 26

Final Provision

- 26.1 The first financial year of the Company shall end on the thirty first day of December two thousand twenty-four.
- 26.2 This article 26, including its heading, expires after the expiry of the first financial year.

Subsequently, the following statements were made:

- (A) The capital issued at the Company's incorporation amounts to one euro (EUR 1.00), comprising of one (1) Share, numbered 1, with a nominal value of one euro (EUR 1.00) (the "Issued Share").
The Issued Share has been subscribed for by the Incorporator.
- (B) The Issued Share is hereby issued at par and therefore in exchange for an obligation to pay one euro (EUR 1.00) in the aggregate (the "Obligation to Pay"). The Obligation to Pay has been paid up in full in cash by the Incorporator, which payment is hereby accepted on behalf of the Company.
- (C) The following legal entity is appointed as Managing Director: Intertrust Management B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) governed by the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands and its office address at Basisweg 10, 1043 AP Amsterdam, the Netherlands and registered with the Dutch trade register under file number 33226415.
- (D) Pursuant to Section 2:203, section 4, of the Dutch Civil Code the aforementioned transactions are binding upon the Company.

Final statements

The original or a copy of the private instrument containing the power of attorney given to the said individual will be attached to this deed (annex).

The said individual is known to me, civil-law notary.

This deed was executed in Amsterdam, the Netherlands on the date first above written.

I, civil-law notary, stated and explained the substance of this deed and pointed out the consequences of its contents to the said individual. The said individual then declared that the individual had noted the contents of this deed and that the individual agreed therewith. Subsequently, this deed was executed and was, immediately after it had been read aloud in part, signed by the said individual and by me, civil-law notary.