

**DEED OF INCORPORATION
OF
CORPORACIÓN CAMELE B.V.**

On this twentieth day of July two thousand and twenty-two, appeared before me, Joyce ———
Vierveijzer, LL.M., a deputy civil law notary, hereinafter referred to as notary, deputizing for
Martijn Jan Olivier Moerdijk, LL.M., civil law notary in Curaçao: ———
Thitiana Claritza de Lannoy, born in Curaçao on the eleventh day of November nineteen ———
hundred seventy-two, employed at my office at Rooi Catootjeweg 1, Curaçao, holder of ———
identity card with number 1972.11.11.03, acting for the purposes hereof as the holder of a ———
written power of attorney from: ———

RudLuc Directors N.V., a company with limited liability (*naamloze vennootschap*), having—
its statutory seat at Curaçao and its registered address at Abraham Mendez Chumaceiro ———
Boulevard 50, Curaçao, registered in the Curaçao Commercial Register under number ———
138268, hereinafter referred to as: the "**Incorporator**". ———

The person appearing, acting in said capacity, declared that the Incorporator was hereby ———
incorporating a private company with limited liability (*besloten vennootschap*) to be ———
governed by the following ———

ARTICLES OF ASSOCIATION (STATUTEN) ———

DEFINITIONS & INTERPRETATION ———

Article 1 ———

1. In these articles of association, unless the context requires otherwise or unless ———
specified otherwise in these articles of association, the following terms shall have the —
following meanings: ———

"**Annual Accounts**": the Company's annual accounts, consisting of a balance sheet, a
profit and loss account and explanatory notes; ———

"**Annual Meeting**": the Shareholders' Meeting held for, amongst other things, the ———
purpose of discussing and approving the Annual Accounts; ———

"**Articles**": these articles of association, as amended from time to time; ———

"**Board of Directors**": the Executive Board and/or General Board, as appropriate; ———

"**Company**": the company governed by these Articles; ———

"**Director**": any Executive Director and/or Non-Executive Director, as appropriate; —

"**Equity**": the sum of the following components in the capital of the Company: ———

(i) the Nominal Capital; ———

(ii) paid-up share premium; ———

(iii) retained earnings; and ———

(iv) other reserves; ———

"**Executive Board**": means the executive board (*uitvoerend bestuur*) of the Company—
within the meaning of Article 2:18 CCC; ———

"**Executive Director**": any member of the Executive Board; ———

"**General Board**": means the general board (*algemeen bestuur*) of the Company ———
within the meaning of Article 2:18 CCC; ———

"**General Meeting**": the corporate body formed by the Shareholders; ———

"**CCC**": the Civil Code of Curaçao; ———

"**Nominal Capital**": the sum of the nominal value of the issued and outstanding ———
Shares at any time; ———

CAPITAL AND SHARES

Article 4

1. The capital of the Company is divided into Shares with a nominal value of one Euro (EUR 1,00) each.
2. At all times one (1) Share shall remain outstanding with a party other than the Company itself.
3. Fractional Shares may be issued.

SHARE ISSUE

Article 5

1. The Shares shall be numbered consecutively starting from 1.
2. The Shares to be issued following the incorporation of the Company can only be issued through a written deed of issue between the Company and the relevant prospective Shareholder.
3. When issuing Shares, the Company shall not be entitled to subscribe for Shares.
4. The Shares shall be issued pursuant to a resolution of the Board of Directors.
5. The resolution of the Board of Directors for the issue of Shares shall stipulate the price and further conditions of issue. In no event shall any Shares be issued at a price lower than the nominal value thereof.
6. A Share shall be issued only if the total price per such Share, as referred to in the resolution for the issue, shall have been paid in full.
7. Payment for a Share must be made in cash, insofar as no other manner of payment has been agreed.
8. No Shareholder shall, upon the issue of new Shares, have any preferential or preemptive right to purchase or subscribe for any Shares or any securities convertible into or exchangeable for Shares with the Company. The Board of Directors may, however, for individual issues of Shares determine whether there shall be a preferential right for the existing Shareholders and the details thereof.

SHARE CERTIFICATES

Article 6

1. A Share Certificate shall be issued upon a written request to the Company by a Shareholder. Share Certificates shall be issued and signed on behalf of the Company.
2. If any Shareholder proves, to the satisfaction of the Board of Directors, that any Share Certificate belonging to him has been damaged, lost or destroyed, then, upon such Shareholder's written request, a duplicate Share Certificate may be issued under such conditions and indemnities as the Board of Directors shall determine. Such duplicate Share Certificate shall note that it is a duplicate. Any damaged Share Certificate must be delivered to the Company before a duplicate Share Certificate can be issued.
3. An extract from the share register as referred to in Article 7, in the name of a Shareholder and containing all details relating to the Share as included in the share register on the date of issue, may also be deemed to be a Share Certificate.

SHARE REGISTER

Article 7

1. The Board of Directors shall keep a share register recording the names and addresses of all Shareholders, the number and class of Shares they hold, the amount paid up on each Share, the voting rights attached to the Shares, the associated payment obligations regarding to the Shares, if any, and the date and manner of acquisition thereof, the names and addresses of those who have a right of usufruct or right of

SHARE TRANSFER RESTRICTIONS

Article 9

1. A Shareholder wishing to transfer one or more Shares (the "**Offeror**") must in all cases notify, unless provided otherwise in this Article, the Board of Directors by written notice of his intention to do so, and state the name of the proposed acquirer(s) and the number of Shares to be transferred; this notification shall be regarded as an offer of the Share or Shares to the other Shareholders in the manner described below.
2. Within eight days of receiving the offer, the Board of Directors must inform the other Shareholders thereof by written notice.
3. For fourteen days after the written notices required under the previous paragraph have been sent, each of the other Shareholders shall have the right to respond to the offer by sending a written notice to the Board of Directors setting out the number of Shares for which he is applying.
4. Where the number of Shares applied for by the other Shareholders exceeds the number of Shares offered, the allocation shall, to the extent possible, be effected in proportion to the aggregate nominal amount of their Shares. Where the number of Shares applied for by a Shareholder is smaller than the number to which he would be entitled according to the aforementioned proportion, the Shares which become available as a result shall be allocated to the other Shareholders who have applied for Shares (the "**Prospective Purchasers**") in the aforementioned proportion. Any number or remainder of Shares which is not capable of allocation in the above manner shall be allocated by the Board of Directors by drawing lots within eight days after the period for responding to the offer by the Shareholders has elapsed. The Prospective Purchasers shall be given notice to attend the drawing of lots. A Prospective Purchaser to whom a share has been allocated by the drawing of lots shall take no further part in the drawing until all other Prospective Purchasers have received at least one share at the drawing.
The Board of Directors shall immediately notify the Offeror and each Prospective Purchaser by registered letter of the number of Shares allocated to each Prospective Purchaser.
5. If no price to be paid for the offered Shares has been included in the offer referred to in paragraph 1 of this Article, the Offeror and the Prospective Purchasers to whom one or more Shares have been allocated shall enter into negotiations concerning the price to be paid for the Share(s). If such negotiations have not resulted in any agreement within three weeks of the notification referred to in paragraph 4 of this Article, the price, which must be equal to the value of the Share(s), shall be determined by one or more independent experts to be designated by the Offeror and Prospective Purchasers by mutual agreement.
If the parties have failed to reach agreement on the appointment of the expert(s) within four weeks of the point in time referred to in the preceding sentence, either party may apply to the Curaçao Court of First Instance for the appointment of three independent experts.
6. The expert(s) shall report to the Board of Directors.
The Board of Directors shall immediately inform the Offeror and each Prospective Purchaser to whom one or more Shares have been allocated by written notification of the price determined by the expert(s).

- d. a legal entity (*rechtspersoon*), partnership (*vennootschap*), limited partnership (*commanditaire vennootschap*), or any other company or partnership, being a Shareholder, is dissolved;
- e. Shares are allocated upon the partitioning of any jointly held property other than that referred to in subparagraphs c and d; or
- f. legal title to Shares is transferred as a result of a merger (*fusie*) or demerger (*splitsing*) as referred to in Part 9 of Book 2 CCC or a comparable transfer of Shares pursuant to foreign law,

the Shareholder, his successors in title or legal representative or, as the case may be, the new Shareholders must notify the Board of Directors of this within thirty days after the obligation to do so arises.

Immediately upon receiving this notification, the Board of Directors shall inform the relevant Shareholder, his successors in title or legal representative or, as the case may be, the new Shareholders that his or, as the case may be, their Shares shall be deemed-offered within the meaning of this article. In such event, the Board of Directors must immediately notify the Shareholders of the deemed offer. Paragraphs 1 to 11 (inclusive) of this Article shall then apply mutatis mutandis, provided, however, that the Offeror shall not have the right to withdraw his offer and that, where the Offeror is free to transfer the Shares offered to the proposed acquirer(s), the Shareholder, his successors in title or the new Shareholders, as the case may be, shall only have the right to keep those Shares.

In the event of a failure to fulfil the obligation to offer Shares under the provisions of this paragraph, the meeting and voting rights attached to the Shares may not be exercised after the expiry of the aforementioned period, and the right to receive dividends shall be suspended for as long as said failure continues.

13. Where the Shareholder, his successors in title or legal representative or the new Shareholders, as the case may be, fail to fulfil the obligation referred to in paragraph 12 of this Article despite the Board of Directors' demand to do so, the parties involved shall be deemed to have fulfilled the obligation when the Board of Directors so informs them by written notice.

In such event, the Board of Directors must immediately notify the Shareholders of the deemed offer pursuant to paragraph 12 of this Article.

Where the parties involved fail to comply with the provisions of paragraph 5 of this Article, the Board of Directors shall be irrevocably authorized to fulfil those provisions on behalf of the party(ies) involved. Where a share has been allocated and the parties involved fail to transfer the share against payment of the price as agreed or determined, the Company shall be irrevocably authorized to effect the transfer on behalf of the party(ies) involved and to sign the necessary deed(s) to that effect. The agreed or determined price must then be paid to the Company for the benefit of the party(ies) involved.

14. Contrary to the preceding provisions of this article, the Offeror shall be free to transfer the Shares offered by him to the proposed acquirer(s) - or, as the case may be, the Shareholder, his successors in title or legal representative or the new Shareholders shall have the right to keep the relevant Shares - if all co-Shareholders waive their rights to acquire the Shares in a written statement and provided that the transfer takes place within three months after all co-Shareholders have made such a statement.

15. The preceding paragraphs of this Article shall not apply:

REPAYMENT

Article 11

The Board of Directors may resolve to whole or partial repayment of any amounts paid on all Shares, provided that the Equity at the time of the repayment shall be in excess of, or would—as result thereof become not less than, the Nominal Capital.

MANAGEMENT

Article 12

1. The company shall be managed by the Executive Board consisting of one or more Executive Directors and the General Board consisting of one or more Non-Executive Directors.
2. Both natural persons and legal entities may be appointed as Executive Director.
3. Only trust service providers that have a license as referred to in article 3 of the National Ordinance on the Supervision of Trust Service Providers (*Landsverordening Toezicht Trustwezen*) and the persons and legal entities listed in an Annex to such license may be appointed as Non-Executive Director.
4. Non-Executive Directors may, subject to paragraph 2 of this Article, also be appointed as Executive Director, provided they form a minority in the General Board and jointly have a minority of the votes in decisions of the General Board.
5. Each Executive Director shall be appointed by the General Board. All Non-Executive Directors shall be appointed by the General Meeting. The General Board shall appoint a Chairman from its midst.
6. The conditions and the total remuneration package of the Executive Directors shall be determined by the General Board. The conditions and the total remuneration package of the Non-Executive Directors shall be determined by the General Meeting.
7. The Non-Executive Directors and the Executive Directors shall be equal directors (*bestuurders*) with regard to rights to participate in, attend, receive notice of and information relating to, meetings of the General Board, provided, however, that the Executive Director, upon receipt of written notice from the Chairman of the General Board that a meeting of the General Board will relate to compensation or an evaluation of the performance of the Executive Directors, shall recuse himself from that portion of the meeting of the General Board relating to the compensation of the Executive Directors or an evaluation of the performance of the Executive Director.

SUSPENSION AND DISMISSAL

Article 13

1. Each Executive Director may at any time be suspended or dismissed by the General Board.
2. Any Non-Executive Director may at any time be suspended or dismissed by the General Meeting.
3. Any suspension as referred to in paragraph 1 or 2 of this article shall end in case the person concerned shall not be dismissed within two months after the suspension, whereupon this person shall resume his normal duties.

DUTIES OF THE EXECUTIVE BOARD/GENERAL BOARD

Article 14

1. The Executive Board shall be in charge of the management of the Company, insofar as relating to the daily course of affairs. The Executive Board shall exercise its powers as such with due observance of the resolutions of the General Board.

Director and in case of conflicting interests between the Company and an Executive — Director, the Company will be represented by another Executive Director and, if there is no other Executive Director in office, this Executive Director is under the — obligation to inform the General Board about the intended action or procedure in — order to enable the General Board to designate a person to represent the Company — with regard to the intended action or procedure. —

2. Subject to the approval of the General Board, the Executive Board shall be authorized to appoint an authorized representative with or without restrictions in the authority to represent the Company. Each of them shall represent the Company with due — observance of the restrictions made to their authority to represent the company. —
3. The General Board shall have all the powers, which have not been granted to the — Executive Board and/or the General Meeting pursuant to these Articles of Association or pursuant to mandatory provisions of Curaçao law. —

ABSENCE OR PREVENTION —

Article 17 —

1. If an Executive Directors is absent or is prevented from performing his duties, such — Executive Directors shall be temporarily replaced by a person designated thereto by — the General Board. —
2. If a Non-Executive Director is absent or is prevented from performing his duties, such — Non-Executive Director shall be temporarily replaced by an alternate Non-Executive — Directors appointed by the General Meeting. —

VACANCY —

Article 18 —

1. Upon the occurrence of a vacancy on the Executive Board for any reason whatsoever, — the General Board shall designate a temporary executive director until a new — Executive Director has been appointed. In case there is a vacancy on the Executive — Board and no person will be appointed within one week, each Shareholder may — convene a Shareholders' Meeting within fourteen (14) days thereafter to appoint a — temporary executive director that will remain in office until a new Executive Director — has been appointed. —
2. Upon the occurrence of a vacancy on the General Board for any reason whatsoever, — and such vacancy has not been fulfilled by the General Meeting within two (2) — months, each Shareholder may convene a Shareholders' Meeting within fourteen (14) — days thereafter to appoint a temporary non-executive director until a new Non- — Executive Director has been appointed. —

SHAREHOLDERS' MEETINGS —

Article 19 —

1. All Shareholders' Meetings shall be held in Curaçao unless determined otherwise — when convening the meeting. —
2. Shareholders' Meetings shall be presided over by a chairperson who shall be — appointed for that purpose at the meeting. —
3. Every year an Annual Meeting shall be held. —
4. The agenda for the Annual Meeting shall, amongst others, contain the following — items: —
 - a. discussion of the annual report; —
 - b. approval of the Annual Accounts; —

6. Each person attending a Shareholders' Meeting or its duly appointed attorney shall—
sign the attendance list. _____
7. Each Director has the right to render advice (*raadgevende stem*) in the Shareholders'—
Meeting and when adopting resolutions of the General Meeting and must be given the
opportunity to render said advice timely. _____
8. Minutes shall be kept of the proceedings at all Shareholders' Meetings by a secretary—
to be designated by the chairperson of the meeting. The minutes shall be adopted by—
the chairperson of the meeting and the secretary and shall be signed by them as _____
evidence thereof. _____
9. The chairperson of the meeting or the person who has convened the meeting may—
determine that notarial minutes shall be drawn up of the proceedings of the meeting.—
The notarial minutes shall be co-signed by the chairperson of the meeting. _____
10. The signed minutes shall be kept by the Board of Directors for ten (10) years. Upon—
its request, each Person with Meeting Rights and each Director shall be entitled to—
receive a copy of the minutes. _____

SHAREHOLDERS RESOLUTIONS OUTSIDE A MEETING

Article 22

1. Valid resolutions of the General Meeting may also be adopted by casting votes in—
writing without holding a Shareholders' Meeting, provided that all Persons with—
Meeting Rights consent to this decision-making process. _____
2. The signed resolution shall be kept by the Board of Directors for ten (10) years. Upon—
its request, each Shareholder and each Director shall be entitled to receive a copy of—
the resolution. _____

FINANCIAL YEAR

Article 23

The financial year of the Company shall be the calendar year. _____

ANNUAL ACCOUNTS

Article 24

1. Every year, within eight (8) months after the end of the Company's financial year, —
save for an extension of this term with a maximum of six (6) months by the General—
Meeting on the grounds of special circumstances, the Board of Directors shall draw —
up the Annual Accounts. The Annual Accounts shall be signed by all Directors. If the—
signature of any one of them should be omitted, the reason shall be stated on these —
documents. _____
2. The Annual Accounts shall be drawn up in accordance with accounting standards that
are generally accepted and shall provide such insight that a well-informed judgment—
can be formed about the assets and liabilities of the Company and the profits, as well—
as, to the extent the nature of Annual Accounts would so allow, the solvency and —
liquidity of the Company. _____
3. The audited Annual Accounts shall, together with the aforementioned declaration(s),—
be presented to the General Meeting for approval and shall be available for inspection—
by the Shareholders or their duly appointed attorneys at the Company's office from—
the day of the notice of the Annual Meeting up to the end of such meeting. _____
4. No Shareholder shall have the right to inspect any account, book, document or record—
of the Company save as conferred by the laws of the Curaçao, unless and until an —
authorization for this shall have been granted by resolution of the Board of Directors—
or of the General Meeting. _____

- accordingly, the initial Nominal Capital is five thousand Euros (EUR 5,000.00);——
- b. all issued Shares have been fully paid up in cash at nominal value; payments may be made in a foreign currency;——
- c. as the first Non-Executive Directors are appointed:——
- **Waaigat Directors B.V.**, a private company with limited liability (*besloten vennootschap*), having its statutory seat at Curaçao, and its registered address— at Abraham Mendez Chumaceiro Boulevard 50, Curaçao, registered in the— Curaçao Commercial Register under number 159697; and,——
 - **Dempel Directors B.V.**, a private company with limited liability (*besloten vennootschap*), having its statutory seat at Curaçao, and its registered address— at Abraham Mendez Chumaceiro Boulevard 50, Curaçao, registered in the— Curaçao Commercial Register under number 159696;——
- as the first Executive Director is appointed the Incorporator;——
- d. the first financial year shall end on 31 December 2022;——
- e. the equity of the Company is at least equal to the Nominal Capital of the Company.——
- The person appearing is known to me, civil law notary.——
- This deed was executed in Curaçao on the date mentioned in its heading.——
- After I, civil law notary, had conveyed and explained the contents of the deed in substance to the person appearing, the person appearing declared to have taken note of the contents of the deed, to be in agreement with the contents and did not wish them to be read out in full.——
- Following a partial reading, the deed was signed by the person appearing and by me, civil law notary.——

(Signatures follow)

ISSUED FOR TRUE COPY, by me Joyce Verveijzer, a deputy civil law notary, deputizing for Martijn Jan Olivier Moerdijk, civil law notary in Curacao, this twentieth day of July two thousand and twenty-two.

