

BEP/tdel

Upon this, twenty-second day of May two thousand and eighteen, appeared before me, ———
Andreas Maria Petrus Eshuis, a former civil law notary, designated to act as substitute civil
law notary of my vacant office in Curacao: ———

Mrs. Thitiana Claritza de Lannoy, a notarial-assistant, born in Curacao on November eleventh
nineteen hundred and seventy-two, employed at my office at Rooi Catootjeweg 1, by these
presents acting as proxy in writing of the limited liability company: AUXILIUM TRUST N.V.,
established in Curacao. ———

Said proxy is evidenced by a private deed of power of attorney, which is sufficiently known to
me and will be attached to this deed. ———

The appearer declared that Auxilium Trust N.V. by these presents does incorporate a limited
liability company, which will be constituted under the following provisions: ———

ARTICLES OF INCORPORATION (in Dutch statuten) ———

“NAME AND SEAT ———

Article 1 ———

1. The name of the company is: “**TH Gambling N.V.**”. ———
2. The company is established in Willemstad, Curacao. ———

OBJECT ———

Article 2 ———

1. The objects of the company are: ———
 - a. to provide off-shore games of chance, interactive games and wagering services through the internet, including but not limited to games of skill and chance in compliance with the regulations of the Government of Curacao; and ———
 - b. to organize, market, promote, manage, support and operate all types of ecommerce and remote gaming activities, comprising all types of games of skill, chance, betting and other operation of betting exchange, sportsbetting, interactive casinos, bingos, lotteries and other interactive games. ———
2. Aforementioned services will be rendered from an area that has been designated as an E-zone in conformity with the local E-zone law (Official Gazette 2001 number 18). ———

CAPITAL AND SHARES ———

Article 3 ———

The capital of the company consists of one or more shares with a nominal value of one
hundred United States Dollars (US\$. 100.--) each. ———

Article 4 ———

1. All shares must be registered by name and are numbered as from one. ———
2. At the request of the shareholder, share certificates can be issued for the shares. ———
3. The value of the call paid and any obligation to pay additional calls on the share must be stated on such certificate. The costs of issuance of share certificates must be for the account of the company. ———

Article 5 ———

1. If one has made acceptable to the satisfaction of the board of managing directors that a share certificate, belonging to him, has been lost or mislaid, a duplicate certificate can at the request of the shareholder concerned, be issued under such conditions and guarantees as the board of managing directors shall determine. By issuance of the new share certificates, on which mention must be made that it is a duplicate, the original one will become void. ———
2. Damaged share certificates may be exchanged by the board of managing directors against new exemplars. The damaged exemplars, which are turned in, must be destroyed forthwith by the board of managing directors. ———

3. All expenses in connection with the issuance of duplicates or new certificates will be for the account of the applicant and must, if so desired, be paid by him in advance. _____

Article 6 _____

1. Regarding the issuance of shares: _____
 - a. Shares (including the granting of rights to acquire shares) must be issued pursuant to a resolution of the general meeting of shareholders, hereafter referred to in these articles as the "general meeting". The subsequent issue must be effected by means of a deed signed by the company and the acquirer. _____
 - b. The general meeting shall determine both the issue price and the conditions for issue in accordance with these articles. _____
2. Each shareholder has, subject to law, a preferential right of subscription to any issue of shares pro rata to the total amount of his shares. A preferential right of subscription is not assignable. _____
3. Each share may be issued only against immediate full payment of the nominal value of such share. _____

REGISTER OF SHARES _____

Article 7 _____

1. The board of managing directors shall keep a register of shares in which the names and addresses of all holders of shares, together with the quantity and the numbers of the shares, the date on which the holder's shares were acquired (the date of issuance, the date of acknowledgement or service), as well as the amount paid up on each share or stated as call paid thereon and the obligation, if any, to pay additional calls, and also whether or not a share certificate has been issued, shall be entered. The register must be regularly maintained. _____
The maintenance may be outsourced to a third party, under the responsibility of the managing board. The register may be maintained electronically. _____
2. The register must also contain the name and address of every person who possesses a usufructuary right in respect of shares or a pledge of shares, together with the date on which such right or pledge was acquired and the date of acknowledgement or service; —
3. In respect of any person entered in the register as possessing a usufructuary right in respect of shares or a pledge of shares, the register must specify which person is entitled to vote on the shares. _____
4. Each grant of release from liability in respect of a current shortfall on the full payment of shares as well as, in respect of the grant of a release from liability for a (additional) call for payment of shares, the date of the release, must be entered in the register of shares. _____
5. Every person entered in the register of shares is obliged to ensure that the company is in possession of his address. _____
6. The board of managing directors shall issue upon request to every person entered in the register of shares a share certificate or an extract from the register of shares pertaining to that person's rights in respect of shares. If a usufructuary right in respect of shares or pledge exists the extract must specify the information referred to in paragraph 4 above. -
7. Each issuance, transfer and change of ownership of a share must be entered in the register and each such entry must be signed by a managing director and a supervisory director. —

RIGHT OF USE/PLEDGE _____

Article 8 _____

A usufructuary right or a pledge may be established on shares. _____

JOINT PROPERTY _____

Article 9 _____

Where shares, including restricted rights thereto, are held jointly the partners may choose to be represented in dealings with the company by not more than one person communicated to the company in writing. _____

ACQUISITION OF OWN SHARES _____

Article 10 _____

1. The company may not take shares in its own capital on the issue of new registered shares. _____
2. The acquisition by the company of shares in its capital that have not been fully paid up are void. _____
3. Fully paid up shares in the company may be acquired by the company only where all the following provisions have been met: _____
 - a. the resolution to acquire fully paid up shares in the company must be taken by the general meeting of shareholders; _____
 - b. the equity of the company, less the acquisition price, is at least equal to or more than the total nominal value of the nominal capital; _____
 - c. after the acquisition of the shares by the company at least one share with right to vote must remain outstanding with others than the company itself. _____
4. The general meeting of shareholders has the power to resolve to cancel one or more shares held by the company. On such cancellation the paragraph 2 of this article must apply accordingly. _____
5. No voting rights, nor preference on whatever account may be derived from the shares held by the company in its own capital; nor may any distribution of profits or of a surplus balance after liquidation of the company be made on such shares. Said shares must be disregarded for determining a quorum at any meeting. _____

TRANSFER OF SHARES _____

Article 11 _____

1. A transfer of shares or of a restricted right thereto requires a deed of transfer, which transfer shall be recognised by the company or served by a bailiff on the company. _____
2. Acknowledgement must take place by means of a signed annotation on the deed of transfer or a written declaration of the company, addressed to the acquirer. If shares are involved on which there is a duty to pay additional calls, the acknowledgement can take place only if the deed of transfer bears a fixed date. _____
3. If a share certificate has been issued by the company, such document, provided with an endorsement for transfer signed by the parties, may constitute the deed of transfer. _____

RESTRICTIONS OF TRANSFER/GENERAL DUTY OF NOTIFICATION _____

Article 12 _____

1. A transfer of shares is contingent on the shares first having been offered for sale to the shareholders in the manner prescribed in the following paragraphs. _____
2. The shareholder, hereinafter referred to as "offeror", shall notify the board of managing directors of the shares he wishes to transfer. _____
3. Such notification shall constitute an offer to the co-shareholders to sell the shares. Where the company holds shares in the company's capital it shall be understood as being a co-shareholder only if the offeror in his offer has agreed thereto. _____
The share price shall, unless the shareholders unanimously agree otherwise, be determined by one or more independent experts to be appointed by the shareholders by mutual agreement. If the shareholders fail to reach agreement on this matter within six weeks of receipt of notice of the offer referred to in paragraph 5 below, a petition to

appoint three independent experts shall be brought by either party before the Court of First Instance in Curacao. _____

4. The experts referred to in the preceding paragraph shall be empowered to inspect the books and documents of the company and to obtain any information assisting the task of valuation. _____
5. The board of managing directors shall within fourteen days of receipt of the notification referred to in paragraph 2 notify the co-shareholders of the offer made by the offeror and shall notify each shareholder of the share price within fourteen days of the share price being established by the experts or agreed by the shareholders. _____
6. Notwithstanding what is provided in paragraph 8, the board of managing directors, if notified by each co-shareholder within the period stipulated in that paragraph, shall without delay notify the offeror that the offer has not or not fully been taken up. _____
7. Shareholders who intend to purchase the shares offered for sale shall notify the board of managing directors of that intention within thirty days of receiving notification of the share price in accordance with paragraph 5. _____
8. The board of managing directors shall allot the offered shares to the applicants and shall notify the offeror and each shareholder of the allocation within fourteen days of expiry of the period specified in paragraph 7. _____
To the extent that the shares have not been allotted the board of managing directors shall notify the offeror and each shareholder of that fact within the period referred to in this paragraph. _____
9. The shares shall be allotted by the board of managing directors as follows: _____
 - a. pro rata to the nominal value of the shares held by the applicants; _____
 - b. shares may be allotted to the company only if no application for such shares has been made by the other co-shareholders; _____
 - c. to the extent that shares cannot be allotted on the basis of proportionality the allotment shall be determined by the drawing of lots; _____
on the understanding in all matters that no-one may be allotted a greater number of shares than that applicant has applied for. _____
10. The offeror may withdraw his offer at any time provided he does so within one month after he has been notified of the shareholders to whom and at what price he may sell the shares offered. _____
11. The shares sold shall, against immediate payment of the purchase price, be transferred within eight days of expiration of the period during which the offer may be withdrawn.
12. The offeror may freely transfer the offered shares within a period of three months following the notification referred to in paragraph 8 has been given that the offer has not or not fully been taken up. _____
13. The experts referred to in paragraph 3 shall determine fairly who shall bear the costs of valuation. They may determine that the company shall bear the costs wholly or in part. –
14. The provisions of this Article shall, as far as possible, apply mutatis mutandis to the disposal of shares purchased or otherwise acquired by the company. _____
15. The provisions of this Article shall not apply to transfers to which every shareholder has notified the company that observance of the provisions may be waived. _____
Transfers of shares may then take place only within the succeeding period of three months. _____

SPECIAL DUTY OF NOTIFICATION _____

Article 13 _____

1. In the event of the death, grant of suspension of payment, bankruptcy, guardianship or dissolution of the matrimonial property regime of a shareholder otherwise than upon death, as well as upon the dissolution of a legal person being a shareholder and where a

- legal person being a shareholder ceases to exist in consequence of a legal merger, the shares shall be offered to the company in accordance with the following paragraphs. —
2. If an obligation exists to offer shares for sale the provisions of Article 12 shall apply mutatis mutandis except that the offeror: —
 - a. shall not have the right to withdraw the offer in accordance with paragraph 10 of that Article; —
 - b. may retain the shares where the offer has not or not fully been taken up. —
 3. The person under an obligation to offer for sale one or more shares shall within thirty days of the obligation arising - in the case referred to in paragraph 6 under b, upon expiration of the period of time referred to in that paragraph - notify the board of managing directors of the offer to sell. In the absence of notification the board of managing directors shall inform the person under the obligation to offer shares for sale of such failure to notify and bring the terms of the preceding sentence to his attention. — If that person still fails to notify the company within eight days the company shall offer the shares for sale on behalf of the shareholder concerned and if all of the shares offered for sale are taken up shall transfer the shares to the purchaser(s) upon payment of the purchase price. The company possesses an irrevocable power so to act. —
 4. The company shall, in the event of a transfer of shares pursuant to the preceding paragraph, pay to the person or persons on whose behalf the offer was made the net balance of the purchase price after deduction of any costs attaching to the transaction. —
 5. In consequence of the obligation to offer shares for sale pursuant to the provisions of this Article and while that obligation exists, the rights attaching to a share, in so far as the shareholder is entitled to such rights, cannot be exercised while and for as long as the shareholder fails to fulfill that obligation. —
 6. The provisions of paragraph 1 shall not apply: —
 - a. where all the remaining shareholders have given notice of waiver of the obligation to satisfy those provisions; —
 - b. where, in the event of the dissolution of the matrimonial property regime otherwise than upon the death of a shareholder, the shares are transferred within a period of twenty-four months of the dissolution to the spouse to whose share of the matrimonial property the shares attach; —

MANAGEMENT AND SUPERVISION —

Article 14 —

1. The management of the company must be borne by the board of managing directors, which may consist of one or more managing directors, under the supervision of a supervisory board, as soon as the resolution to that effect by the general meeting has been recorded in the Commercial Register; therefore everything which is stipulated in these Articles of Incorporation concerning the supervisory board is only in force as soon as the resolution referred to above has been recorded in the Commercial Register. A legal entity may also act as a managing director. —
2. Managing directors shall be appointed by the general meeting, which may, at any time, suspend or remove them. —
3. A suspension in terms of paragraph 2 must cease if the person concerned has not been dismissed within two months from the day of the suspension. —
4. The remuneration and other conditions of employment must be set by the general meeting for each managing director individually. —
5. In the event of the absence or prevention of a managing director the remaining managing director(s) remain charged with the management of the company. In the event of the absence or prevention of all managing directors or the only managing director, an alternate managing director to be appointed by the supervisory board shall be charged

with temporary management of the company, in case of the impediment or default of all the managing directors, the company shall be managed temporarily by the supervisory board or, in case there is no supervisory board in office, by a person to be designated by the general meeting. _____

REPRESENTATION _____

Article 15 _____

1. The board of managing directors shall represent the company. The authority to represent the company vests in every managing director individually. _____
2. In the event of a conflict of interest between the company and one or more managing directors, it shall be represented by a person designated thereto by the supervisory board, and in case there is no supervisory board in office, by a person designated thereto by the general meeting of shareholders. _____
3. The managing director who knows or ought to understand that in respect of a proposed legal act there is a question of a conflict of interests between himself and the legal entity, shall ensure as much as possible that the general meeting shall be informed hereof in time. _____
4. The board of managing directors may appoint officers with general or limited representative authority. Each of them shall represent the company with due observance of the limits set to his authority. The board of managing directors shall determine their titles. _____

SUPERVISORY BOARD _____

Article 16 _____

1. The supervisory board consists of one or more members. _____
2. The supervisory directors shall be appointed by cooptation by the supervisory board. Individuals only can be appointed supervisory director. For the first time the supervisory board shall be appointed by the general meeting. _____
3. Any supervisory director can be suspended or dismissed by the supervisory board. _____
4. A suspension as referred to in paragraph 3, must end if the person concerned cannot be dismissed within two months after the suspension. _____
5. The supervisory board may grant to any of the supervisory directors remuneration. _____
6. In the event of the absence or prevention of all supervisory directors or the only supervisory director, an alternate supervisory director can be appointed by the general meeting of which alternate supervisory director can appoint other supervisory directors. _____

DUTIES AND POWERS _____

Article 17 _____

1. The supervisory board shall supervise the policies of the board of managing directors and the general conduct of the business of the company and the enterprise connected therewith. The supervisory board shall provide the board of managing director with advice. The supervisory board shall in the exercise of its duties take into account the interest of the company and the enterprises connected with it. _____
2. The supervisory board is authorized to suspend the managing directors. In such event the supervisory board shall - unless the suspension has been meanwhile ended - as soon as possible convene a meeting of the supervisory board to be held within a month after the suspension, in which meeting it must be decided to dismiss the suspended managing director(s), or to end the suspension or to continue the suspension until further investigation. _____
3. The supervisory board has, at all time, access to the premises and the sites of the company and has also the right to inspect the books and records of the company. The supervisory board may appoint one or more of its members or an expert to exercise the aforesaid rights. The supervisory board may have itself assisted by an expert. _____

4. Meeting of the supervisory board must be held regularly and also when a supervisory director so wishes. The meetings of the supervisory board will be held preferably in Curacao. The supervisory board appoints its chairman itself. _____
5. The supervisory board shall decide by an absolute majority of votes casted. The supervisory board can only enter into the resolutions if the majority of the members are present or represented. _____
6. The supervisory board can also enter into resolutions outside of a meeting, provided the resolution must be in writing, and signed by all members. _____

ANNUAL ACCOUNTS _____

Article 18 _____

1. The financial year for the company is the calendar year. _____
2. The board of managing directors shall prepare annually, within a period of eight months from the end of the company's financial year, save where such period is extended by a maximum period of four months by the general meeting by reason of special circumstances, annual accounts, which will be made available for inspection by the shareholders at the office of the company. The annual accounts consist of a balance sheet, profit and loss account and an explanatory statement to these documents. _____
The annual accounts must be signed by each managing director and the supervisory directors. _____
If one or more signatures is absent that fact must be stated together with the reason therefore. _____
3. The company shall ensure that the annual accounts drawn up are available at its registered office from the day of the notice convening the general meeting convened to consider those documents. Shareholders may there inspect the documents and obtain a copy free of charge. _____

APPROVAL OF THE ANNUAL ACCOUNTS _____

Article 19 _____

1. The annual accounts shall be approved by the general meeting. _____
2. Approval of the annual accounts without reservation by the general meeting operates to discharge the board of managing directors for its management during the preceding financial year and the supervisory directors for the supervision. _____

DISPOSAL OF PROFITS _____

Article 20 _____

1. Profits are at the free disposal of the general meeting. _____
2. The company may distribute the profits available for distribution to the shareholders and other persons with a claim to such profits only to the extent that the amount of the equity of the company after such distribution is more than the amount of the nominal capital. _____
3. Any distribution of profits will be made after approval of the annual accounts from which it appears that any such distribution is permitted. _____
4. Shares held by the company in its own capital may not be included in computing the distribution of profits, unless such shares are subject to a right of usufruct. _____
5. The board of managing directors, with the approval of the supervisory directors, may not make an interim distribution of profits unless the provision of paragraph 2 has been satisfied. _____

DIVIDENDS _____

Article 21 _____

The dividend paid on shares may be claimed by the shareholder one month after approval of the annual accounts unless the general meeting determines another period. Such claims shall become prescribed upon expiry of a period of five years. _____

A dividend not claimed within a period of five years from the moment such claim may be entered must vest in the company. _____

THE GENERAL MEETING OF SHAREHOLDERS _____

Article 22 _____

1. General meetings of shareholders shall be held in Curacao. _____
2. A general meeting shall be held annually within a period not exceeding nine months from the end of the company's financial year. _____
The following must be treated during that meeting: _____
 - a. the annual accounts; _____
 - b. proposals placed on the agenda by the board of managing directors or by one or more shareholders. Proposals by shareholders or other persons with the right to vote on shares must be submitted in writing, with an explanatory note, to the board of managing directors before the notice convening the meeting is sent; _____
 - c. the designation of a person meant in paragraph 2 of article 15; _____
 - d. any other business, on the understanding that no legally valid resolutions may be passed in respect of business not specified in the notice convening the meeting as being on the agenda, or in any supplementary convening notice sent within the period set for giving notice convening the meeting, unless the resolution is passed unanimously at a meeting attended by every shareholder and any other person who has a right to vote on shares, or at which such persons are represented. _____
3. In respect of a decision establishing a period of extension within the meaning of Article 18 paragraph 2 above the annual accounts and annual report must be treated in conformity with that decision. _____
4. General meetings must be held as frequently as the board of managing directors or the board of supervisory directors convene them. The board of managing directors or the board of supervisory directors are obliged to convene a general meeting when requested in writing with a detailed explanation of the business to be considered by one or more shareholders, representing at least one/tenth of the nominal capital. _____
5. Each shareholder is entitled to attend, either in person or by written proxy, the general meeting and to address the meeting. Shares for which according to the law no votes may be cast may not be taken into account in determining to what extent a shareholder is present or represented. _____

CONVENING THE GENERAL MEETING _____

Article 23 _____

1. Each managing director and each supervisory director is authorized to convoke a general meeting. Persons with voting rights, who alone or together can cast at least ten percent (10%) of the votes with respect to certain subjects, may request the managing board or the supervisory board in writing for a general meeting to be convened in order to deliberate and resolve on such subjects, provided he shall have a reasonable interest in this. _____
2. The right to attend the meeting (attendance right) is the right to attend the general meeting either in person or by a proxy holder empowered in writing and to express oneself at the meeting. The right to attend the meeting is vested in each shareholder, and each person that has voting rights, as well as in each managing director and each supervisory director. _____
3. The persons entitled to attend the general meeting shall be summoned to a general meeting by written notice specifying a period of summons of at least twelve (12) days, excluding the day of despatch and the day of receipt. The convening notice shall be sent to the addresses of the persons entitled to attend the meeting to the extent such address is known to the company. _____

4. Without prejudice to the statutory provisions or the law relating to special decisions such as those in respect of legal merger and amendment of the articles of association, the convening notice shall state the business to be considered. _____
5. If the requirements of the paragraphs 1, 2, 3 and 4 of this article were not met, or in case they have only partly been observed, valid resolutions may nevertheless be adopted at a meeting provided that all persons entitled to attend the meeting are present or represented at the meeting, or to the extent that they are not present or represented, have consented to this manner of consultation or have indicated that they will refrain from invoking the violation of the pertinent prescription. _____
6. Managing directors and supervisory directors have the right to advise at the general meeting. _____

CHAIRING THE GENERAL MEETING _____

Article 24 _____

1. The general meeting is chaired by a person designated as chairman by the general meeting. The minutes of the business transacted at the general meeting shall be kept by the secretary appointed by the general meeting. _____
2. The board of managing directors is empowered to order that a notarial report of the business transacted at the general meeting shall be executed, the costs thereof to be borne by the company. _____
3. If a notarial report is not executed, the minutes of the business transacted at the general meeting must be signed by the chairman and by the secretary who took the minutes during that meeting as complete and final. _____
4. The board of managing directors shall keep the minutes of the general meeting for a period of at least ten years at the office of the company for inspection by any shareholder or any other person who has a right of pledge or a usufructuary right on shares, at whose request a copy of such minutes shall be issued at not more than cost price. _____

PASSING OF RESOLUTIONS _____

Article 25 _____

1. Each share entitles the shareholder to cast one vote. _____
2. The resolutions of the general meeting must be passed by an absolute majority of the votes cast, except in those cases where a greater majority is required by these articles or by the law. _____
3. Votes must be cast verbally in respect of business other than persons; votes cast in respect of persons must be in writing and unsigned. If a ballot in respect of persons fails to secure an absolute majority a second ballot must be held between the two persons for whom the most votes were cast at the first ballot. _____
4. If a vote in respect of business results in a tie then the proposal must be rejected. _____
If a vote in respect of persons results in a tie the decision must be by lot. _____
5. Blank votes are be deemed not to have been cast. _____
6. No vote may be cast at the general meeting for a share held by the company or by a subsidiary of same. _____

Shares which by virtue of the above possess no voting rights may not be taken into account in determining to what extent capital is represented at the general meeting. _____

PASSING OF RESOLUTIONS OTHER THAN IN A GENERAL MEETING _____

Article 26 _____

Any resolution that may be passed in a general meeting may also be taken outside such meeting provided that all parties with attendance rights shall receive in due time a message with regard to the intended passing of resolutions without a meeting being held, and all shareholders with regard to the proposal concerned, whether or not by any electronic means of

transmission, have cast their vote and provided that all parties with attendance rights have consented to this manner of consultation. Managing and supervisory directors have the right to advice in the decision-making process without holding a meeting. _____

SPECIAL RESOLUTIONS _____

Article 27 _____

1. A resolution to amend these articles or to wind up the company must be passed only in a general meeting at which not less than a minimum of two thirds of the nominal capital is represented and by a majority of not less than three quarters of the votes cast. _____
A resolution to merge may only be taken unanimously at a general meeting of shareholders at which two thirds of the nominal capital is represented. _____
2. If the capital referred to in the preceding paragraph is not represented another meeting must be convened and must be held within one month but not earlier than fifteen days of the first meeting at which and without reference to the capital there represented the resolution to amend the articles of incorporation or to dissolve the company may be passed by a majority of not less than three quarters of the votes cast, while the resolutions to merge must be taken with unanimous vote. _____

CONVENING NOTICES AND OTHER NOTICES _____

Article 28 _____

1. Convening notices and other notices sent by or to the company must be in writing sent by mail, whether or not recorded, telefax or by e-mail. Messages intended for shareholders must be sent to the address known to the company. Messages intended for the board of managing directors must be sent to the address of the company. _____
2. Notices that by virtue of law or the articles of association must be sent to the general meeting may be effected by inclusion in the notice convening the general meeting. _____

DISSOLUTION _____

Article 29 _____

1. Liquidation of the company upon its winding up must be done by the board of managing directors, unless the general meeting determines otherwise. _____
2. These articles, as far as possible, remain in force during the liquidation. The provisions relating to managing directors and supervisory directors apply to the liquidators. _____
3. Any credit balance in the liquidation account remaining after satisfaction of creditors must be distributed to the shareholders pro rata to the shares held by each shareholder. _____
4. The company continues to exist after winding up to the extent that such continued existence may be required for the purposes of liquidating the assets of the company only. _____

FINAL PROVISION _____

Article 30 _____

Any powers not conferred on other persons may, within the limits set by law and these articles, be vested in the general meeting.” _____

FINAL DECLARATION _____

The appearer declared finally: _____

- that the first financial year of the company shall end on December thirty-first two thousand eighteen; _____
- that in deviation from the aforementioned - with regard to the way of appointment - for the first time is appointed managing director of the company: _____
Auxilium Trust N.V., aforementioned; _____
- that one (1) share representing a nominal capital of one hundred United States Dollars (US\$ 100.--) has been issued upon incorporation to the incorporator, which share has to be paid up in full; _____

- it is evidenced from a declaration of the incorporator attached to this deed that the net asset value of the company is not negative. _____

The appearer is known to me. _____

--- IN WITNESS WHEREOF, the original of this deed was drawn up at Curacao on the day mentioned in the heading hereof. After the contents of the deed were factually stated to the appearer, the appearer declared to be informed of the contents of the deed and not to desire a complete reading aloud thereof. _____

Thereupon this deed was after abbreviated reading aloud signed by the appearer and by me. — (signed by) Th.C. de Lannoy; A.M.P. Eshuis. _____

ISSUED FOR TRUE COPY, this nineth day of January two thousand and twenty-four, by me Martijn Jan Olivier Moerdijk, civil law notary in Curacao, acting as custodian of the minutes of Andreas Maria Petrus Eshuis, who was honourably discharged at his own request as civil law notary.



A large, stylized handwritten signature in blue ink, consisting of several tall, connected loops and a long horizontal stroke at the bottom.