# Walbohm & Könighaus

Rechtsanwälte & Notar

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Agreed
at Emmerich am Rhein, on 06 December 2022
Before me, the notary
Stefan Walbohm
in the district of the Higher Regional Court of Düsseldorf with the official seat at Emmerich on the Rhine,

# appeared today

Mr. Cornelis Blokland, born on 23.04.1953, residing at Prinz-Claus-Strasse 29, 46446 Emmerich am Rhein, identified by Dutch passport and - also according to the conviction of the notary - fully proficient in the German language, so that the involvement of an interpreter is unnecessary, and his wife, who also resides there Mrs. Mary Bronagh Bannon e/v Blokland, born on 24.09.1953, identified by British passport,

# and

Ms. Jessica Hawickenbrauck, LL.M. (Buffalo), Attorney at Law, born on 13.11.1994, employed by the notary public notarizing the deed, business address: Am Halben Mond 2 in 46446 Emmerich am Rhein, known to the Notary by person.

Mrs. Mary Bronagh Bannon e/v Blokland indicated to the conviction of the notary that she was not familiar with the German language and could only communicate in English. Therefore, Ms. Jessica Hawickenbrauck was called in as interpreter. There are no grounds for exclusion against the interpreter.

The interpreter is proficient in German and English, but is not sworn in as a general interpreter. All parties involved waive the right to swear in the interpreter. The interpreter was instructed by the notary that he had to transmit faithfully and conscientiously. The interpreter communicated with Mrs. Mary Bronagh Bannon e/v Blokland and made her statements for the record as set forth in this deed.

The notary advised Mrs. Mary Bronagh Bannon e/v Blokland that she could request a written translation. She waived the right to produce a written translation.

Those appearing stated that neither the notary nor any person professionally associated with him had already acted or was acting outside notarial activity in any matter which is the subject of this certification.

The notary has satisfied himself that the appeared persons have full legal capacity.

The appeared persons declared to the notarial record:

- I. Power of attorney
- 1. basic relationship

The following grant of power of attorney is intended to avoid the appointment of a guardian in the event of illness or infirmity. The respective authorized representatives shall only make use of the power of attorney when the grantor of the power of attorney is no longer able to care for himself. They must follow the instructions of the principal and otherwise act in his or her best interests. However, this only applies in the internal relationship.

In the external relationship vis-à-vis third parties, the power of attorney is unrestricted and its legal existence is independent of this mandate.

The respective authorized representatives must in particular also give effect to the living will.

The authorized representatives are not authorized to revoke the power of attorney granted to a coauthorized representative.

2. power of attorney in economic and legal matters

We each grant to the other and each of us independently also grants to our sons Cornelis Gerard Blokland, born 25.08.1980, currently residing at Flat 2, 11-13 Miranda Road, London, N193RA United Kingdom, Daniel Johan Blokland, born 23.11.1981, residing at 32 Warbler Road, Farmborough, GU14 9FA United Kingdom and Oliver Martin Blokland, born 25.11.1983, currently residing at 55 Woodville Gardens, London, W52LN United Kingdom, general power of attorney. Each authorized representative has sole power of representation and is authorized to represent the respective principal in all matters to the extent permitted by law.

Each authorized representative is also entitled to undertake legal transactions with himself in his own name and as a representative of third parties and to grant sub-power of attorney for individual transactions or for individual types of transactions.

The power of attorney shall be valid beyond the death of the principal until revoked by his heirs.

3. power of attorney in personal matters (health care power of attorney)

We also grant the respective authorized representatives general power of attorney in personal matters, which means that the power of attorney also applies to all declarations concerning personal care in the event of the principal's temporary or permanent incapacity to consent or act.

Without the following list being in any way exhaustive, each authorized representative is in particular authorized, on behalf of the respective principal, to

- (1) to make statements to or receive statements from doctors, hospitals, nursing homes or other institutions, authorities and courts; in this connection, the authorized representative may inspect medical records and demand all information and details; the doctors and institutions shall be released from the duty of confidentiality (health care);
- (1) to make declarations to or receive declarations from doctors, hospitals, nursing homes or other institutions, authorities and courts; in this connection, the authorized representative may inspect medical records and demand all information and details; the doctors and institutions shall be released from the duty of confidentiality (health care);
- (2) consent to health examinations, curative treatments and medical interventions, even if there is a reasonable risk that the principal will die or suffer serious or prolonged damage to health as a result of the measure;
- (3) to refuse to consent to health examinations, medical treatment and medical interventions or to revoke consent already given, even if the measure is medically indicated and there is a reasonable risk that the principal will die or suffer serious or prolonged damage to his or her health as a result of the measure not being taken or being discontinued;
- (4) To determine the whereabouts of the principal;
- (5) consent to measures restricting freedom (deprivation of freedom by mechanical devices, medication or otherwise), including, but not limited to, for a prolonged period of time or on a regular basis, or withhold consent;
- (6) to arrange for placement of the principal, even if it involves measures that restrict freedom;
- (7) to consent to compulsory medical measures within the limits of the law;
- (8) to consent to the transfer of the principal against his or her natural will to an inpatient stay in a hospital in the event that compulsory medical measures are considered;
- (9) to decide on the removal of organs, tissues and cells after the death of the principal.

The power of attorney therefore expressly includes the authority to decide on measures of so-called passive euthanasia or "aid in dying", in particular the decision to terminate treatment or to discontinue life-sustaining or life-prolonging measures of intensive care, in accordance with a living will drawn up by the principal and not revoked.

At present, only the living will set out in this document is valid. Insofar as the stipulations in his living will do not apply to the current life and treatment situation of the principal, the power of attorney shall apply with the proviso that the authorized representative shall decide on the basis of the presumed will of the principal.

Sub-power of attorney may not be granted in personal matters.

# II. Guardianship order

Should care become necessary despite the granting of this power of attorney, the other of us shall be appointed as guardian, alternatively our aforementioned son Cornelis Gerard Blokland; again alternatively our aforementioned son Daniel Johan Blokland shall be appointed instead of Cornelis Gerard Blokland, again alternatively our aforementioned son Oliver Martin Blokland shall be appointed instead of Daniel Johan Blokland.

# III. living will

Each of us and independently of the other, in the event that he or she is no longer able to form or intelligibly express his or her will, shall dispose of:

- 1. situations for which this disposition applies:
- When I am in all probability inevitably in the immediate process of dying.
- If I am in the final stages of an incurable, terminal illness, even if the time of death is not yet foreseeable.
- If, as a result of brain damage, my ability to gain insights, make decisions and make contact with other people has, in all probability, been irretrievably extinguished in the opinion of two experienced doctors and has also not been apparent to my authorized representative for more than one year, even if the time of death is not yet foreseeable. This applies to direct brain damage, e.g. due to accident, stroke, inflammation, as well as to indirect brain damage, e.g. after resuscitation, shock or lung failure.

I am aware that in such situations the ability to feel may be preserved and that waking up from this state cannot be ruled out with certainty, but is extremely unlikely.

- If, as a result of a very advanced brain degradation process (e.g., dementia), I am no longer able to take in food and fluids naturally, even with persistent assistance.

Comparable disease states not explicitly mentioned here should be assessed accordingly.

- 2. In all situations described in number 1, I require:
- 2. in all situations described in point 1, I demand:

Alleviating nursing measures, in particular mouth care to prevent the feeling of thirst, as well as alleviating medical measures, in particular medication to effectively combat pain, shortness of breath, anxiety, restlessness, vomiting and other symptoms of illness. I accept the possibility of a shortening of my life time through these measures.

3. in the situations described in number 1, I wish:

The omission of life-sustaining measures that would only delay the onset of death and thereby unnecessarily prolong possible suffering; no resuscitation measures.

4. in the situations described by me in number 1, in particular also in those situations in which death is not imminent, I wish to be allowed to die and demand:

No artificial nutrition (neither through a feeding tube through the mouth, nose or abdominal wall, nor through the vein). Reduced administration of fluids at the discretion of the physician.

## 5. organ donation

I do not wish to make a declaration of organ donation today. This will be decided by my authorized representative.

## 6. continuing validity without express revocation

I have drafted this directive after careful consideration. It is an expression of my right to self-determination. For this reason, I do not wish any change in my will to be imputed to me in the specific situation of my inability to make a decision, as long as I have not expressly declared this (in writing or demonstrably verbally).

### IV. Notes

We have been instructed by the certifying notary about the scope of the power of attorney and the living will.

The power of attorney granted is very extensive and also authorizes, for example, the taking out of loans, the sale and encumbrance of real estate or securities of any kind, as well as the submission to immediate execution of all assets, all of this also in favor of the authorized representatives.

Both the power of attorney and the advance care directive and living will can be unilaterally revoked at any time and independently of each other.

Furthermore, the notary has pointed out to us that in the event of revocation of the power of attorney, care must be taken to ensure that all copies of the power of attorney are surrendered by the authorized representatives.

Measures involving deprivation of liberty and compulsory medical measures always require the approval of the guardianship court, while life-threatening curative interventions and treatment terminations require the approval of the guardianship court under certain circumstances.

# V. Executions, proof of power of attorney, registration

We instruct the notary to provide each of us with one copy as the other's authorized representative, and each of us with one copy for the other authorized representatives, as well as three simple copies of this protocol. Further copies are to be issued only on the express instruction of the principal. The power of attorney contained in this document may only be exercised by the respective authorized representative by submitting a copy in his or her name.

The guardianship court will receive a simple copy of this document upon request.

Each of us declares: I do not wish that in an acute situation a change in my will expressed here should be imputed to me. I therefore do not consider it necessary to confirm the power of attorney in the years to come. If, contrary to expectations, I do not wish to adhere to the power of attorney, I will withdraw the copies of this instrument.

The granting of the powers of attorney and care dispositions contained in this document, together with the personal data contained in the document, is to be entered in the central register of the Federal Chamber of Notaries for providential documents. Attention was drawn to the costs associated with this, as well as to the fact that each authorized representative will be notified by the Federal Chamber of Notaries of the entry of his or her data and may request that his or her data be deleted.

This document was read out by the notary in German and orally translated into English by the interpreter instead of being read out. The minutes were approved by those who appeared and signed by them, the interpreter and the notary:

## Agreed

at Emmerich am Rhein, on 06 December 2022
Before me, the notary

### Stefan Walbohm

in the district of the Higher Regional Court of Düsseldorf with the official seat at Emmerich on the Rhine,

appeared today:

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Mrs. Mary Bronagh Bannon e/v Blokland, born on 24.09.1953, identified by British passport,

and

Ms. Jessica Hawickenbrauck, LL.M. (Buffalo), Attorney at Law, born on 13.11.1994, employed by the notary public notarizing the deed,

business address: Am Halben Mond 2 in 46446 Emmerich am Rhein, known to the Notary by person.

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The notary advised Mrs. Mary Bronagh Bannon e/v Blokland that she could request a written translation. She waived the right to produce a written translation.

The appearing parties noted that neither the notary nor any person professionally associated with him had already acted or was acting outside notarial activity in any matter that is the subject of this certification.

After the notary had convinced himself of the unrestricted business and testamentary capacity of the married couple Cornelis Blokland and Mary Bronagh Bannon e/v Blokland, they declared the following for the notarial record

#### Joined Will

- I. Preliminary note
- I, Cornelis Blokland, was born in Ameide in the Netherlands, son of Mr. and Mrs. Cornelis Blokland and Geert Boom e/v Blokland.
- I, Mary Bronagh Bannon e/v Blokland, was born in Newry in Northern Ireland to Patrick Joseph Bannon and Mary Rose Toner.
- I, Cornelis Blokland, am a Dutch citizen.
- I, Mary Bronagh Bannon e/v Blokland, have the nationality of the United Kingdom of Great Britain and Northern Ireland and the Dutch nationality.

We have our habitual residence in Germany. The notary has advised us that the dispositions made in this will may not be recognized outside the territorial scope of the Inheritance Regulation (EuErbVO). The notary does not need to know foreign law. He did not instruct on this. He is released from liability.

The appeared ones were pointed out by the notary that the effects of foreign right are possible and the notary is not able to examine this. A corresponding advisory order was neither given nor perceived. The notary has instructed about the consequences.

We got married on 09.06.1978 before the registrar of the registry office in Ameide in the Netherlands. It is the first and only marriage for both of us.

We declare to be married in community of property according to Dutch law. We got married in the Netherlands (see above) and established our first joint residence there.

Our joint sons Cornelis Gerard Blokland, born on 25.08.1980, currently residing at Flat 2, 11-13 Miranda Road, London, N193RA United Kingdom, Daniel Johan Blokland, born on 23.11.1981, currently residing at Warbler Road Farmborough, GU 14 9FA United Kingdom, and Oliver Martin Blokland, born on 25.11.1983, currently residing at 55 Woodville Gardens, London, W52LN United Kingdom, are the offspring of this marriage.

Neither of us has any other children, including children born out of wedlock or adopted.

We do not have any shareholdings in companies whose articles of association conflict with our dispositions below.

As a precautionary measure, we revoke all our previous joint wills and inheritance contracts, if any, and revoke all previous unilateral dispositions, if any.

#### II. establishment of inheritance

### 1. inheritance:

We appoint each other as our sole and unlimited heirs.

### 2nd Inheritance:

Final heirs in the event of the death of the surviving party or simultaneous death are our aforementioned sons Cornelis Gerard Blokland, Daniel Johan Blokland and Oliver Martin Blokland, each with a 1/3 share.

If one of the final heirs named in the preceding paragraph should not become an heir of ours, for whatever reason, his descendants shall take his place in equal shares according to tribes in accordance with the legal succession, or alternatively the other final heirs in equal shares or their descendants in accordance with the preceding arrangement.

These arrangements shall take precedence over all statutory or other provisions on interpretation, presumption and supplementation.

After the death of the first to die, the surviving spouse may freely dispose of both parties' assets inter vivos, even if this impairs the future inheritance rights of the final heirs.

## III. Binding

All the dispositions set out in this will are reciprocal. In principle, therefore, they can only be amended jointly or revoked by unilateral, notarized revocation.

After the death of the first deceased, however, the last deceased is to be expressly entitled to unilaterally revoke or amend all his dispositions made for the second succession. If he makes use of his power of amendment, the dispositions made in respect of the first succession shall remain effective. The notary has instructed about the consequences of this regulation.

## IV. Information and instructions, miscellaneous

The notary has instructed us about the statutory right to inheritance and compulsory portions, the statutory provisions on offsetting and compensation, the scope of the inheritance-law obligation arising from this joint will and the principle of the free right of disposal during one's lifetime and its limits. We are aware that we can jointly revoke or amend this will at any time and that statutory

formal requirements exist for the unilateral revocation of the reciprocal dispositions which are possible at any time during both of our lifetimes.

We know that a joint will can only be withdrawn from the special official custody jointly and personally by both spouses and that it is deemed to be revoked by the withdrawal.

The notary has pointed out that an acquisition on the basis of contracts in favor of third parties on death, in particular savings assets, life insurance policies or building society contracts, is in principle outside the scope of inheritance law. These benefits may pass to the beneficiary outside the estate and may not be covered by the above instructions under inheritance law. The beneficiaries must therefore check their entitlements and make any necessary adjustments. In the case of life insurance policies, a change in the right of subscription generally requires written notification to the insurer prior to the occurrence of the insured event in order to be effective.

The notary has also pointed out that he must transmit the custody details to the Central Register of Wills maintained by the Federal Chamber of Notaries. We request that an extract from the Central Register of Wills be sent to us. The notary is authorized to inspect it.

We request that a certified copy be issued for us; another certified copy is to be kept with the notary public as an open document. The original of this will is to be deposited at the depository for wills of the local court of Emmerich am Rhein.

We shall bear the costs of this document, its official safekeeping and registration as joint and several debtors.