

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934

For the month of May, 2025.

Commission File Number 001-41606

BRERA HOLDINGS PLC
(Translation of registrant's name into English)

Connaught House, 5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

On May 23, 2025, Brera Holdings PLC, a public limited company incorporated in the Republic of Ireland (the "Company"), made available to its shareholders a notice of the Company's extraordinary general meeting, which is expected to take place on June 14, 2025, at 2:00 p.m., Greenwich Mean Time (10:00 a.m., Eastern Daylight Time), online at <https://agm.issuerdirect.com/brea-egm-2025>.

Exhibit No.	Description
99.1	Notice of Extraordinary General Meeting and Proxy Statement
99.2	Form of Proxy Card for Extraordinary General Meeting

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 23, 2025

BRERA HOLDINGS PLC

By: /s/ Pierre Galoppi
Pierre Galoppi
Chief Executive Officer

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Connaught House, 5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland

NOTICE OF EXTRAORDINARY GENERAL MEETING
To Be Held on June 14, 2025

Dear Shareholder:

Notice is hereby given that an extraordinary general meeting (the "Meeting") of Brera Holdings PLC, an Irish public limited company (the "Company," "we," "us" or "our") will be held on Saturday, June 14, 2025, at 2:00 p.m., Greenwich Mean Time (10:00 a.m., Eastern Daylight Time). The Meeting is held for the following purposes:

1. To approve a 1-for-10 reverse share split of the Company's ordinary shares, wherein the 50,000,000 Class A Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 5,000,000 Class A Ordinary Shares of nominal value \$0.05 each and the 250,000,000 Class B Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 25,000,000 Class B Ordinary Shares of nominal value \$0.05 each, to be effective as of 5:00 p.m. on June 25, 2025 (the "Reverse Share Split") ("Proposal No. 1"); and
2. To approve and adopt a new constitution of the Company in order to give effect to the Reverse Share Split ("Proposal No. 2").

The foregoing items of business are more fully described in the proxy statement accompanying this notice or made available over the Internet. We are not aware of any other business to come before the Meeting.

Only shareholders of record at the close of business on May 21, 2025, are entitled to notice and to vote at the Meeting and any adjournment or postponement thereof.

The Meeting will be a completely virtual meeting of shareholders, which will be conducted solely online at <https://agm.issuereirect.com/brea-egm-2025>. You will be able to attend and participate in the Meeting online, vote your shares electronically or submit your questions prior to and during the meeting by visiting the website(s) indicated in your proxy materials. You may need to have your control number included on your proxy card or on the instructions that accompanied your proxy materials or other information as instructed through your broker, bank or other holder of record to join the Meeting. There will be no physical location for shareholders to attend, and you will not be able to attend the Meeting in person.

It is important that your shares are represented at the Meeting. We urge you to review the attached proxy statement and, whether or not you plan to attend the Meeting, please vote your shares promptly by casting your vote via the Internet or any other provided voting option, or, if you receive a full set of proxy materials by mail or request one be mailed to you, and prefer to mail your proxy, please complete, sign, date, and return your proxy in the pre-addressed envelope provided, which requires no additional postage if mailed in the United States. You may revoke your vote by submitting a subsequent vote over the Internet, by mail or by any other option provided for voting before the Meeting, or by voting electronically at the Meeting.

By Order of the Board of Directors

Dated: May 23, 2025

/s/ Daniel Joseph McClory
Daniel Joseph McClory
Executive Chairman

Important Notice Regarding the Availability of Proxy Materials for the Meeting to Be Held on June 14, 2025:
Our proxy statement is available at <https://agm.issuereirect.com/brea-egm-2025>.

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BRERA HOLDINGS PLC
Connaught House, 5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland

PROXY STATEMENT

This proxy statement (“Proxy Statement”) and the accompanying proxy are being furnished with respect to the solicitation of proxies by the board of directors (the “Board of Directors” or the “Board”) of Brera Holdings PLC, an Irish public limited company (the “Company,” “we,” “us” or “our”), for the extraordinary general meeting (the “Meeting”). The Meeting is to be held on Saturday, June 14, 2025, at 2:00 p.m, Greenwich Mean Time (10:00 a.m, Eastern Daylight Time).

We will send or make these proxy materials available to shareholders on or about May 23, 2025.

GENERAL INFORMATION

Purpose of the Meeting

The purposes of the Meeting are to seek shareholder approval of the following proposals:

- To approve a 1-for-10 reverse share split of the Company’s ordinary shares, wherein the 50,000,000 Class A Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 5,000,000 Class A Ordinary Shares of nominal value \$0.05 each and the 250,000,000 Class B Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 25,000,000 Class B Ordinary Shares of nominal value \$0.05 each, to be effective as of 5:00 p.m. on June 25, 2025, or as soon as reasonably practicable thereafter (the “Reverse Share Split”) (“Proposal No. 1”); and
- To approve and adopt a new constitution of the Company in order to give effect to the Reverse Share Split (“Proposal No. 2”).

The Board recommends a vote FOR each proposal.

Will there be any other items of business on the agenda?

The Board knows of no other matters that will be presented for consideration at the Meeting. Nonetheless, in case there is an unforeseen need, the accompanying proxy gives discretionary authority to the persons named on the proxy with respect to any other matters that might be brought before the Meeting or at any postponement or adjournment of the Meeting. Those persons intend to vote that proxy in accordance with their judgment.

Who is entitled to vote at the Meeting?

Only shareholders of record of our Class A Ordinary Shares, \$0.005 nominal value per share (the “Class A Ordinary Shares”), and Class B Ordinary Shares, \$0.005 nominal value per share (the “Class B Ordinary Shares” and together with the Class A Ordinary Shares, the “Ordinary Shares”), as of the close of business on May 21, 2025 (the “Record Date”) are entitled to notice and to vote at the Meeting and any adjournment(s) or postponement(s) thereof.

Each fully paid Class A Ordinary Share is entitled to ten votes on each matter properly brought before the Meeting and each fully paid Class B Ordinary Share is entitled to one vote on each matter properly brought before the Meeting. The enclosed proxy card or voting instruction card shows the number of shares you are entitled to vote at the Meeting.

Shareholder of Record: Shares Registered in Your Name

If on the Record Date your shares were registered directly in your name with the Company, then you are a shareholder of record. As a shareholder of record, you may vote in person at the Meeting or vote by proxy. Whether or not you plan to attend the Meeting, to ensure your vote is counted, we encourage you to vote either by Internet or by filling out and returning the enclosed proxy card.

Beneficial Owner: Shares Registered in the Name of a Broker or Bank

If on the Record Date your shares were held in an account at a brokerage firm, bank, dealer, or other similar organization, then you are the beneficial owner of shares held in “street name” and these proxy materials are being forwarded to you by that organization. The organization holding your account is considered the shareholder of record for

purposes of voting at the Meeting. As the beneficial owner, you have the right to direct your broker or other agent on how to vote the shares in your account. Your broker will not be able to vote your shares unless your broker receives specific voting instructions from you. We strongly encourage you to vote.

What constitutes a quorum?

In order to establish a quorum at our Meeting, there must be one or more holders of shares present in person or by proxy, holding not less than a majority of the issued shares that carry a right to vote at the meeting on the relevant record date shall constitute a quorum. If a quorum is not present, the Meeting will be adjourned or postponed until a quorum is obtained.

How are votes counted?

You may vote “FOR”, “AGAINST” or “ABSTAIN” with respect to each of the proposals presented. A vote “FOR” will be counted in favor of the proposal and a vote “AGAINST” will be counted against each proposal. Except as described below, an “ABSTAIN” vote will not be counted “FOR” or “AGAINST” and will have no effect on the voting results for any of the proposals in this notice. The inspector of election appointed for the Meeting will monitor all votes and assist us in tabulating the votes.

What is the vote required to approve each of the proposals?

Proposal No. 1 requires the affirmative vote of a simple majority of the votes of the shareholders (or their duly appointed proxies) entitled to vote and voting on such proposal.

Proposal No. 2 requires the affirmative vote of 75% of the votes of the shareholders entitled to vote and voting on the proposal, present in person or voting by proxy.

How do I vote?

Your shares may only be voted at the Meeting if you are present in person or are represented by proxy. Whether or not you plan to attend the Meeting, we encourage you to vote by proxy to ensure that your shares will be represented.

You may vote using any of the following methods:

- *By Internet.* You may vote by using the Internet in accordance with the instructions included in the proxy card. The Internet voting procedures are designed to authenticate shareholders’ identities, to allow shareholders to vote their shares and to confirm that their instructions have been properly recorded.
- *By Mail.* Shareholders of record as of the Record Date may submit proxies by completing, signing and dating their proxy cards and mailing them in the accompanying pre-addressed envelopes. If you return your signed proxy but do not indicate your voting preferences, your shares will be voted on your behalf “FOR” each of the proposals. Shareholders who hold shares beneficially in street name may provide voting instructions by mail by completing, signing and dating the voting instruction forms provided by their brokers, banks or other nominees and mailing them in the accompanying pre-addressed envelopes.

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- *By Fax.* You may vote by proxy by marking the enclosed proxy card, dating and signing it, and faxing it according to the fax number provided on the enclosed proxy.
- *Electronically at the Virtual Meeting.* Attend and vote at the virtual Meeting at <https://agmissuerdirect.com/brea-egm-2025>. To participate in the meeting if shares are held in your name as the shareholder of record, you may need the control number included on your proxy card or other information on the instructions that accompanied your proxy materials. If shares are held beneficially in street name, your broker, bank, or other nominee will provide any necessary control number or other voting instructions.

Can I change my vote or revoke my proxy?

Even if you execute a proxy, you retain the right to revoke it and to change your vote by notifying us at any time before your proxy is voted. Mere attendance at the meeting will not revoke a proxy. Such revocation may be effected by following the instructions for voting on your proxy card or vote instruction form. Unless so revoked, the shares represented by proxies, if received in time, will be voted in accordance with the directions given therein. However, if you are shareholder of record, delivery of a proxy would not preclude you from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

If the Meeting is postponed or adjourned for any reason, at any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting (except for any proxies that have at that time effectively been revoked or withdrawn), even if the proxies had been effectively voted on the same or any other matter at a previous Meeting.

Who is paying for the expenses involved in preparing and mailing this Proxy Statement?

All of the expenses involved in preparing, assembling and mailing these proxy materials and all costs of soliciting proxies will be paid by us. In addition to the solicitation by mail, proxies may be solicited by our officers and other employees by telephone or in person. Such persons will receive no compensation for their services other than their regular salaries. Arrangements will also be made with brokerage houses and other custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of the shares held of record by such persons, and we may reimburse such persons for reasonable out of pocket expenses incurred by them in forwarding solicitation materials.

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PROPOSAL NO. 1 APPROVAL OF THE REVERSE SHARE SPLIT

Background

The Company currently has its Class B Ordinary Shares listed on The Nasdaq Capital Market tier of The Nasdaq Stock Market LLC (“Nasdaq”) under the symbol “BREA”. On July 16, 2024, the Company received written notification from Nasdaq that it was not in compliance with the minimum bid price requirement set forth in Nasdaq Listing Rule 5550(a)(2) (the “Bid Price Requirement”), which requires listed securities to maintain a minimum bid price of \$1.00 per share. The Company was initially provided 180 calendar days, until January 13, 2025, to regain compliance with the Bid Price Requirement. On January 15, 2025, Nasdaq granted the Company a second 180-day compliance period, extending the deadline to July 14, 2025, to evidence compliance with the Bid Price Requirement.

Failure to regain compliance with the Bid Price Requirement by July 14, 2025, may result in the delisting of the Company's Class B Ordinary Shares from Nasdaq. In order to ensure continued compliance with Nasdaq's listing standards and to protect the interests of the Company and its shareholders, the Board has determined that it is in the best interests of the Company to implement the Reverse Share Split.

Details of the Proposed Reverse Share Split

The Board proposes to consolidate the Company's issued share capital as follows:

- Class A Ordinary Shares: The 50,000,000 Class A Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 5,000,000 Class A Ordinary Shares of nominal value \$0.05 each.
- Class B Ordinary Shares: The 250,000,000 Class B Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 25,000,000 Class B Ordinary Shares of nominal value \$0.05 each.

Each shareholder's proportionate ownership in the Company will remain unchanged, except for adjustments that may result from the treatment of fractional shares. No fractional shares shall be issued upon the Reverse Share Split. Upon approval of the Reverse Share Split, the Board will be authorized to round up any fractions of ordinary shares for issuing to such shareholders of the Company who are entitled to fractional shares as a result of the Reverse Share Split.

Condition for Implementation of the Reverse Share Split

The implementation of the Reverse Share Split is subject to a specific condition (the "Resolution Condition"). The Reverse Share Split will only be effected if, as of 5:00 p.m. Eastern Daylight Time ("EDT") on June 25, 2025, Nasdaq has not provided written confirmation to the Company that it is in compliance with the Bid Price Requirement. If, at any time prior to 5:00 p.m. EDT on June 25, 2025, the Company receives a letter from Nasdaq confirming that it has regained compliance with the Bid Price Requirement, the Reverse Share Split will be cancelled and will not proceed. Conversely, if the Company does not receive any correspondence from Nasdaq confirming compliance by 5:00 p.m. EDT on June 25, 2025, the Reverse Share Split will be implemented and will become effective as of that date and time. For the avoidance of doubt, should the Reverse Share Split proceed, its effective date will be 5:00 p.m. EDT on June 25, 2025, or as soon as reasonably practicable thereafter.

Vote Required

The approval of the Reverse Share Split requires the affirmative vote of a simple majority of the votes of the shareholders entitled to vote and voting on the proposal, present in person or voting by proxy.

Recommendation of the Board

The Board recommends a vote **FOR** the approval of the Reverse Share Split.

PROPOSAL NO. 2 APPROVAL AND ADOPTION OF THE NEW CONSTITUTION

Background

In order to give effect to the Reverse Share Split, the constitution of the Company is required to be updated to reflect the proposed new share capital of the Company, as follows:

- (1) Regulation 5 of the Memorandum of Association be deleted in its entirety and replaced with the following new Regulation 5 in its place:

"5. The authorized share capital of the Company is \$1,750,000 divided into 5,000,000 class A ordinary shares with a nominal value of \$0.05 each, 25,000,000 class B ordinary shares with a nominal value of \$0.05 each, 50,000,000 preferred shares with a nominal value of \$0.005 each."

- (2) Each of the defined terms "A Shares" and "B Shares" contained within Regulation 2 of the Articles of Association be updated to reflect the new nominal value of the class A ordinary shares and the class B ordinary shares.

- (3) Regulation 3 of the Articles of Association be deleted in its entirety and replaced with the following new Regulation 3 in its place:

"3. Share Capital, Variation of Rights and Migration

The authorized share capital of the Company is \$1,750,000 divided into 5,000,000 class A ordinary shares with a nominal value of \$0.05 each, 25,000,000 class B ordinary shares with a nominal value of \$0.05 each, 50,000,000 preferred shares with a nominal value of \$0.005 each."

It is proposed that the constitution of the Company in the form attached to this notice as Annex A (the "**Constitution**") be approved and adopted as the constitution of the Company in substitution for and to the exclusion of the existing constitution of the Company.

Vote Required

The approval and adoption of the new Constitution requires the affirmative vote of 75% of the votes of the shareholders entitled to vote and voting on the proposal, present in person or voting by proxy.

Recommendation of the Board

The Board recommends a vote **FOR** the approval and adoption of the new Constitution.

OTHER MATTERS

Our Board is not aware of any business to come before the Meeting other than those matters described above in this Proxy Statement. However, if any other matters should properly come before the Meeting, it is intended that proxies in the accompanying form will be voted in accordance with the judgment of the person or persons voting the proxies.

By Order of the Board of Directors

Dated: May 23, 2025

/s/ Daniel Joseph McClory
Daniel Joseph McClory
Executive Chairman

COMPANIES ACT, 2014
PUBLIC COMPANY LIMITED BY SHARES
CONSTITUTION
OF
BRERA HOLDINGS PUBLIC LIMITED COMPANY
Incorporated on 30 June 2022

COMPANIES ACT, 2014
PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
BRERA HOLDINGS PUBLIC LIMITED COMPANY

1. Company Name

The name of the Company is **Brera Holdings Public Limited Company**

2. Company Type

The Company is a public limited company for the purposes of Part 17 of the Companies Act 2014.

3. The objects for which the Company is established are:

- 3.1 To promote the practice and play of football and other athletic sports, games and exercise of every description, and other sports, recreation, amusements or entertainments, and to buy, sell, exchange or hire, all articles, implements, fixtures, furniture, apparatus and things used in the playing or practice of such games or pursuits, and any other implements or things used or required therefor, or for the promotion of the objects of the Company, including prizes to be given in any competition or competitions promoted by the Company, and for that purpose to establish, engage, and maintain, teams of football and other players whether composed of amateur or professional players, or partly of one and partly of the other.
- 3.2 To acquire and take over as a going concern the assets contracts and liabilities of football clubs including but not limited to Brera FC.
- 3.3 To carry on the business of a holding company and to co-ordinate the administration, finances and activities of any subsidiary companies or associated companies, to do all lawful acts and things whatever that are necessary or convenient in carrying on the business of such a holding company and in particular to carry on in all its branches the business of a management services company, to act as managers and to direct or coordinate the management of other companies or of the business, property and estates of any company or person and to undertake and carry out all such services in connection therewith as may be deemed expedient by the Company's board of directors and to exercise its powers as a member or shareholder of other companies.
- 3.4 To arrange, conduct, promote, organise, stage, advertise and publicise football matches, tournaments, exhibitions and meetings of all kinds, and join in and promote competitions for challenge cups or other similar competitions for the purposes of the Company or for the benefit of charities or other like objects.

- 3.5 To acquire and hold controlling and other interests in the share or loan capital of any company or companies and to coordinate the administration, finances and activities of any subsidiary companies or associated companies, to do all lawful acts and things whatsoever that are necessary or convenient in carrying on the business of such a holding company and in particular to carry on, in all its branches, the business of a management services company, to act as managers and to direct or coordinate the management and operation of other companies or of the business, property and estates of any company or person and to undertake and carry out all such services in connection therewith as may be deemed necessary or appropriate by the Company's board of directors.

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- 3.6 To carry on any other business, except the issuing of policies of insurance, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- 3.7 To invest any monies of the Company in such investments and in such manner as may from time to time be determined, and to hold, sell or deal with such investments and generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.
- 3.8 To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in, or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as, directly or indirectly, to benefit the Company.
- 3.9 To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 3.10 To acquire and undertake the whole or any part of the business, property, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on, or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company.
- 3.11 To employ the funds of the Company in the development and expansion of the business of the Company and all or any of its subsidiary or associated companies and in any other company whether now existing or hereafter to be formed and engaged in any like business of the Company or any of its subsidiary or associated companies or of any other industry ancillary thereto or which can conveniently be carried on in connection therewith.
- 3.12 To lend money to such persons or companies either with or without security and upon such terms as may seem expedient.
- 3.13 To borrow or otherwise raise money or carry out any other means of financing, whether or not by the issue of stock or other securities, and to enter into or issue interest and currency hedging and swap agreements, forward rate agreements, interest and currency futures or options and other forms of financial instruments, and to purchase, redeem or pay off any of the foregoing.
- 3.14 To secure the payment of money or other performance of financial obligations in such manner as the Company shall think fit, whether or not by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, present or future, including its uncalled capital.
- 3.15 To adopt such means of making known the Company and its products and services as may seem expedient.

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- 3.16 To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property, undertaking, rights or assets of the Company and for such consideration as the Company might think fit. Generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.
- 3.17 To acquire and carry on any business carried on by a subsidiary or a holding Company of the Company or another subsidiary of a holding company of the Company.
- 3.18 To provide services of any kind including the carrying on of advisory, consultancy, brokerage and agency business of any kind.
- 3.19 To guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by both such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by section 8 of the Companies Act 2014, or another subsidiary as defined by section 7 of the Companies Act 2014 of the Company's holding company or otherwise associated with the Company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated herein.
- 3.20 To amalgamate with any other company.
- 3.21 To apply for, purchase, hold, exploit, deal in, dispose or otherwise acquire any patents, brevets d'invention, licences, trade marks, copyright, franchise, technology, intellectual property right and knowhow and the like, whether by means of licensing, sub-licensing, distribution, research and development or similar arrangement or agreement, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention or technology which may seem capable of being used, for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.
- 3.22 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or otherwise with any person or company or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- 3.23 To grant pensions or gratuities (to include death benefits) to any officers or employees or ex-officers or ex-employees of the Company, or its predecessors in business or the relations, families or dependants of any such persons, and to establish or support any non-contributory or contributory pension or superannuation funds, any associations, institutions, clubs, buildings and housing schemes, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.
- 3.24 To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

3.25 To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

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- 3.26 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments.
- 3.27 To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.
- 3.28 To procure the Company to be registered or recognised in any country or place.
- 3.29 To promote freedom of contract and to counteract and discourage interference therewith, to join any trade or business federation, union or association, with a view to promoting the Company's business and safeguarding the same.
- 3.30 To do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 3.31 To distribute any of the property of the Company in specie among the members.
- 3.32 To do all such other things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

NOTE A: The objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in no way limited or restricted by reference to, or inference from, the terms of any other paragraph.

NOTE B: It is hereby declared that the word "company" in this clause (except where it refers to this Company) will be deemed to include any partnership or other body of persons, whether or not incorporated and whether formed in Ireland or elsewhere.

4. Liability of Members

The liability of the members is limited.

5. Share Capital

The authorised share capital of the Company is \$1,750,000 divided into 5,000,000 class A ordinary shares with a nominal value of \$0.05 each, 25,000,000 class B ordinary shares with a nominal value of \$0.05 each, 50,000,000 preferred shares with a nominal value of \$0.005 each.

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COMPANIES ACT 2014

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION of

BRERA HOLDINGS PUBLIC LIMITED COMPANY

PRELIMINARY

1. The provisions of the Act which are stated therein to apply to a public limited company will apply to the Company subject to the alterations contained in these Articles, and will, so far as not inconsistent with these Articles, bind the Company and its members.

2. In these Articles the following expressions shall have the following meanings: **Act** means the Companies Act 2014;

Acts means the Act and all statutes and statutory instruments which are to be read as one with, or construed or read together with or are one with the Act and every statutory modification and re-enactment thereof for the time in force;

A Shares means the class A ordinary shares of nominal value \$0.05 each in the capital of the Company; **A Share(s) Transfer** means any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in an A Share, whether or not for value and whether voluntary or involuntary or by operation of law. An A Share Transfer shall also include, without limitation, a transfer of an A Share to a broker or other nominee (regardless of whether or not there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over an A Share by proxy or otherwise; provided, however, that the following shall not be considered an A Share Transfer:

- a) the granting of a proxy to officers or directors of the Company at the request or approval of the Board in connection with actions to be taken at an annual or special meeting of members or by written consent of members;
- b) the transfer of one or more A Shares by (i) gift or pursuant to a domestic relations order from a holder of an A Share to such holder's Privileged Relation or (ii) to a trust or trusts for the exclusive benefit of such holder or his Privileged Relation for no consideration;
- c) the transfer of one or more A Shares effected pursuant to the holder's will or the laws of intestate succession;
- d) as to any holder that is a trust established for the exclusive benefit of a prior holder of such A Shares or such prior holder's Privileged Relation, the transfer of one or more A Shares to the prior holder or such prior holder's Privileged Relation for no consideration;
- e) the granting of a repurchase right to the Company pursuant to an agreement wherein the Company has the right or option to purchase or to repurchase A Shares provided, however, that the Company's purchase or repurchase of such A Shares pursuant to the exercise of such right or option shall

- f) upon the request of the transferor; any transfer approved by a majority of the disinterested members of the Board, even though the disinterested directors may be less than a quorum, or if there are not any disinterested members on the Board, the entire Board;

Automatic Conversion Event means an event wherein one or more A Shares automatically convert into one or more B Shares pursuant to Article 3;

B Shares means the class B ordinary shares of nominal value \$0.05 each in the capital of the Company;

Board means the board of directors for the time being of the Company;

Clear Days means in relation to the period of notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Committee means a committee established by the directors which may consist in whole or in part of members of the Board;

Company means Brera Holdings Public Limited Company;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

Director means a director for the time being of the Company or a director present at a meeting of the Board and includes any person occupying the position of director by whatever name called, and **directors** means all of such persons;

electronic communication has the meaning given to such expression in section 2 of the Electronic Commerce Act, 2000;

Holder means in relation to any Share, the member whose name is entered in the Register as the holder of the Share;

intermediary has the meaning given to that term in Section 1110A of the Act; **Ireland** means Ireland excluding Northern Ireland;

Preferred Shares means the preferred shares of nominal value \$0.005 each in the capital of the Company;

Privileged Relation means in relation to an individual, such person's spouse or Spousal Equivalent, the lineal descendant or antecedent, brother, sister, nephew or niece, of such person or such person's spouse or Spousal Equivalent, or the spouse or Spousal Equivalent of any lineal descendant or antecedent, brother, sister, nephew or niece of such person, or his or her spouse or Spousal Equivalent, whether or not any of the above are adopted;

the register means the register of members to be kept as required by the Act and **registered address** means the address of a member as entered in the register;

Spousal Equivalent means any two natural persons if the relevant person and the related party are registered as "domestic partners" or the equivalent thereof under the laws of their state of residence or any other law having similar effect or provided the following circumstances are true: (a) irrespective of whether or not the relevant person and the Spousal Equivalent are the same sex, they are the sole spousal equivalent of the other for the last twelve (12) months, (b) they intend to remain so indefinitely, (c) neither are married to anyone else, (d) both are at least eighteen (18) years of age and mentally competent to consent to contract, (e) they are not related by blood to a degree of closeness that which would prohibit legal marriage in the state in which they legally reside, (f) they are jointly responsible for each other's common welfare and financial obligations, and (g) they reside together in the same residence for the last twelve (12) months and intend to do so indefinitely;

the seal means the common seal of the Company; and

Voting Control means the power (whether exclusive or shared) to vote or direct the voting of A Shares by proxy, voting agreement or otherwise.

- 2.1. Unless the contrary is clearly stated, references to the Act or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Act or such enactment, subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.
- 2.2. Unless specifically defined in this Constitution or the context otherwise requires, words or expressions contained in this Constitution and not specifically defined herein shall bear the same meanings as in the Act, but excluding any statutory modification thereof not in force when this Constitution became binding on the Company and the members.
- 2.3. Reference to any document includes that document as amended or supplemented from time to time.
- 2.4. Unless the context otherwise requires, expressions in this Constitution referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in this Constitution referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 2.5. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.
- 2.6. Headings are inserted for convenience only and do not affect the construction or interpretation of this Constitution.

Unless the context otherwise requires, reference to Articles and to paragraphs in these Articles are to the Articles, and paragraphs of the Articles, of this Constitution.

3. Share Capital, Variation of Rights And Migration;

The authorised share capital of the Company is \$1,750,000 divided into 5,000,000 class A ordinary shares with a nominal value of \$0.05 each, 25,000,000 class B ordinary shares with a nominal value of \$0.05 each, 50,000,000 preferred shares with a nominal value of \$0.005 each.

3.1. Rights attaching to A Shares

- 3.1.1. The A Shares shall rank pari passu with each other in all respects and shall, subject to the right of the Company to set record dates for the purposes of determining the identity of members entitled to notice of and/or to vote at a general meeting and the authority of the Board and chairperson of the meeting to maintain order and security, (i) include the right to attend any general meeting of the Company and to vote on the basis set out in Article 3.1.2 below; (ii) include the right to participate pro rata in all dividends declared by the Company; and (iii) include the right, in the event of the Company's winding up, to participate pro rata in the total assets of the Company.
- 3.1.2. Each holder of A Shares shall be entitled to ten (10) votes for each A Share held as of the applicable date on any matter that is submitted to a vote or for the consent of members of the Company.
- 3.1.3. Each A Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Company, and without the payment of additional consideration by the holder thereof, into one (1) fully paid B Share. In the event that a holder of A Shares elects to convert such shares into B Shares, the conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the A Shares to be converted.
- 3.1.4. Each A Share shall automatically, without any further action, convert into one (1) fully paid and non-assessable B Share upon a transfer of such share (an "**A Share Transfer**"); provided, however, that if a holder of A Shares transfers any A Shares to another holder of A Shares, then such A Share Transfer will not constitute an Automatic Conversion Event. In the event of an Automatic Conversion Event, such conversion shall be deemed to have been made at the time that the Transfer of such shares occurred.
- 3.1.5. The rights attaching to the A Shares may be subject to the terms of issue of any series or class of Preferred Shares allotted by the Directors from time to time in accordance with Article 6.7.

3.2. Conversion Mechanism for A Shares

- 3.2.1. Before any holder of A Shares shall be entitled to convert A Shares into B Shares, the holder shall either (1) surrender the certificate or certificates therefor, duly endorsed, at the office of the Company; (2) notify the Company that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates, and shall give written notice to the Company at its registered office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for B Shares are to be issued; provided, however, that on the date of an Automatic Conversion Event, the outstanding A Shares subject to such Automatic Conversion Event shall be converted automatically without any further action by the holder of such shares and whether or not the certificates representing such shares are surrendered to the Company; provided further, however, that the Company shall not be obligated to issue certificates evidencing the B Shares issuable upon such Automatic Conversion Event unless either the certificates evidencing such A Shares are delivered to the Company as provided above, or the holder notifies the Company that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates.

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- 3.2.2. On the date of a conversion pursuant to this Article 3.2, all rights of the holder of the A Shares shall cease and the holder or holders in whose name the certificate or certificates representing the B Shares are to be issued shall be treated for all purposes as having become the record holder of such B Shares, notwithstanding that the certificates representing such A Shares shall not have been surrendered at the registered office of the Company, that notice from the Company shall not have been received by any holder of record of A Shares, or that the certificates evidencing such B Shares shall not then be actually delivered to such holder.
- 3.2.3. In the event of a conversion pursuant to, and in accordance with the terms of, this Article 3.2, the Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of A Shares, or to the nominee of such holder, a certificate for the number of B Shares to which such holder shall be entitled.
- 3.2.4. The Company may, from time to time, establish such policies and procedures relating to the conversion of A Shares to B Shares, including the issuance of share certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of A Shares furnish affidavits or other proof to the Company as it deems necessary to verify the ownership of A Shares and to confirm that a conversion to B Shares has not occurred, provided, however, that such policies and procedures shall not inhibit the ability of a holder to convert such A Shares to B Shares. A determination by the Secretary of the Company that an Automatic Conversion Event has occurred shall be conclusive.
- 3.2.5. In the event that any A Shares shall be converted pursuant to this Article 3.2, the A Shares so converted shall be cancelled and shall not be re-issuable by the Company.
- 3.2.6. The Company shall procure that at all times there are sufficient unissued B Shares available to provide for the conversion of A Shares into B Shares in accordance with this Article 3.2. Where any A Share remains capable of converting into a B Share, the Company shall not consolidate or sub-divide the A Shares unless, at the same time, it also consolidates or sub-divides the B Shares to the extent possible.

3.3. Rights attaching to B Shares

- 3.3.1. The B Shares shall rank pari passu with each other in all respects and shall, subject to the right of the Company to set record dates for the purposes of determining the identity of members entitled to notice of and/or to vote at a general meeting and the authority of the Board and chairperson of the meeting to maintain order and security, (i) include the right to attend any general meeting of the Company and to vote on the basis set out in 3.3.2 below; (ii) include the right to participate pro rata in all dividends declared by the Company; and (iii) include the right, in the event of the Company's winding up, to participate pro rata in the total assets of the Company.

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- 3.3.2. Each holder of B Shares shall be entitled to one (1) vote for each B Share held as of the applicable date on any matter that is submitted to a vote or for the consent of members of the Company.

3.3.3. The rights attaching to the B Shares may be subject to the terms of issue of any series or class of Preferred Shares allotted by the Directors from time to time in accordance with Article 6.7.

3.4. Class Voting of A and B Shares and Other Rights of A and B Shares

3.4.1. Except as otherwise provided herein or by applicable law, the holder of A Shares and B Shares shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of members of the Company.

3.4.2. Except as expressly provided in this Article 3, A Shares and B Shares shall rank *pari passu* with each other and have the same rights and preferences.

COMPANY SEAL

4. Without prejudice to the provisions of the Act in relation to the use of the seal of a company, any registered person authorised by the Board in accordance with the applicable provisions of the Act will be entitled to use the seal of the Company and may sign or countersign an instrument to which the seal is affixed, and an alternate who is not also a director will also be entitled to sign or countersign an instrument to which the seal is affixed, as if he were the director who appointed him.

OFFICIAL SEAL

5. The Company may have for use in any place abroad an official seal which shall resemble the seal of the Company with the addition on its face of the name of every place abroad where it is to be used.

ALLOTMENT OF SHARES

6.

6.1. Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Act) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its shareholders, but so that no share shall be issued at a discount save in accordance with the Act, and so that, in the case of shares offered to the public for subscription, the amount payable on application on each such share shall not be less than one-quarter of the nominal amount of the share and the whole of any premium thereon. To the extent permitted by the Act, shares may also be allotted by a committee of the Directors or by any other person where such committee or person is so authorised by the Directors.

6.2. Subject to any requirement to obtain the approval of shareholders under any laws, regulations or the rules of any stock exchange on which any ordinary shares are admitted to trading, the Directors may grant from time to time options or awards to purchase or subscribe for any number of shares of any class or classes or of any series of any class and other securities or ownership interests of the Company any person, including Directors and other persons in the service or employment of the Company or any subsidiary or associate company of the Company, on such terms and subject to such conditions as may be approved from time to time by the Directors or by any committee thereof appointed by the Directors for the purpose of such approval and to cause warrants or other appropriate instruments evidencing such options to be issued.

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6.3. The Directors are hereby generally and unconditionally authorised pursuant to Section 1021 of the Act, in substitution for all existing such authorities, to exercise all powers of the Company to allot relevant securities (within the meaning of Section 1021 of the Act) provided that such power shall be limited to the allotment of relevant securities up to the amount of the Company's authorised but unissued share capital and to allot and issue any shares acquired by or on behalf of the Company pursuant to the provisions of Chapter 6 of Part 3 of the Act and held as treasury shares. Unless renewed, or a longer period of time is allowed under applicable law, this authority shall expire five years from the date of incorporation of the Company, save that the Company may before such expiry date make an offer or agreement which would or might require relevant securities to be allotted after such authority has expired and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority hereby conferred had not expired.

6.4. The Directors are empowered pursuant to Section 1022 and Section 1023(3) of the Act, in substitution for all existing such authorities, to allot equity securities (within the meaning of Section 1023 of the Act) for cash pursuant to the authority conferred by Article 6.3 above as if Section 1022(1) of the Act, did not apply to any such allotment such power being limited to the allotment of equity securities (including, without limitation, any shares purchased by the Company pursuant to the provisions of the Act and held as treasury shares) up to an amount equal to the aggregate nominal value of the authorised but unissued share capital of the Company from time to time. The authority hereby conferred shall expire on the date which is five years from the date of incorporation of the Company, save that the Company may before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such authority has expired and the Directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the power hereby conferred had not expired. The authority hereby conferred may be renewed, revoked or varied by special resolution of the Company.

6.5. The directors or any duly authorised committee thereof may execute and do all such documents, acts and things as in their opinion are necessary or desirable in order to give effect to the authority conferred by this Article.

6.6. For the purposes of this Article, shares includes a right to subscribe for shares or to convert securities into shares and securities has the meaning given to such term in Section 64(1) of the Act.

Preferred Shares

6.7. The Board is empowered to cause the Preferred Shares to be issued from time to time as shares of one or more series of Preferred Shares, and in the resolution or resolutions providing for the issue of Preferred Shares of each particular series, before issuance, the Board is expressly authorised to fix:

- (a) the distinctive designation of such series and the number of shares which shall constitute such series, which number may be increased (except as otherwise provided by the Board in creating such series) or decreased (but not below the number of shares thereof then in issue) from time to time by resolution of the Board;
- (b) the rate of dividends payable on shares of such series, if any, whether or not and upon what conditions dividends on shares of such series shall be cumulative and, if cumulative, the date or dates from which dividends shall accumulate and the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or on any other series of share capital;

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- (c) the terms, if any, on which shares of such series may be redeemed, including without limitation, the redemption price or prices for such series, which may consist of a redemption price or scale of redemption prices applicable only to redemption in connection with a sinking fund (which term as used herein shall include any fund or requirement for the periodic purchase or redemption of shares), and the same or a different redemption price or scale of redemption prices applicable to any other redemption;
- (d) the terms and amount of any sinking fund provided for the purchase or redemption of shares of such series;
- (e) the amount or amounts which shall be paid to the holders of shares of such series in case of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary;
- (f) the terms, if any, upon which the holders of shares of such series may convert shares thereof into shares of any other class or classes or of any one or more series of the same class or of another class or classes;
- (g) the voting rights, full or limited, if any, of the shares of such series; and whether or not and under what conditions the shares of such series (alone or together with the shares of one or more other series having similar provisions) shall be entitled to vote separately as a single class, for the election of one or more additional Directors in case of dividend arrears or other specified events, or upon other matters;
- (h) whether or not the holders of shares of such series, as such, shall have any pre-emptive or preferential rights to subscribe for or purchase shares of any class or series of shares of the Company, now or hereafter authorised, or any securities convertible into, or warrants or other evidences of optional rights to purchase or subscribe for, shares of any class or series of the Company, now or hereafter authorised;
- (i) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends, or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, any other class or classes of shares ranking junior to the shares of such series either as to dividends or upon liquidation, dissolution or winding up;
- (j) the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issuance of any additional shares (including additional shares of such series or of any other class) ranking on a parity with or prior to the shares of such series as to dividends or distribution of assets upon liquidation; and
- (k) such other rights, preferences and limitations as may be permitted to be fixed by the Board of the Company under the laws of Ireland as in effect at the time of the creation of such series.

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- 6.7.1. The Board is authorised to change the designations, rights, preferences and limitations of any series of Preferred Shares theretofore established, no shares of which have been issued.
- 6.7.2. The rights conferred upon the member of any pre-existing shares in the share capital of the Company shall be deemed not to be varied by the creation, issue and allotment of Preferred Shares in accordance with these Articles.

VARIATION OF RIGHTS ATTACHING TO SHARES

7.

- 7.1. Without prejudice to the authority conferred on the directors pursuant to Article 6.7 to issue Preferred Shares in the capital of the Company, if at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of 75% in nominal value of the issued shares in that class, or pursuant to a Special Resolution passed at a separate general meeting of the holders of the shares of that class. All the provisions of these Articles relating to meetings of the Company shall apply *mutatis mutandis* to every separate general meeting of the holders of any class of shares in the Company.
- 7.2. The redemption or purchase of Preferred Shares or any class or series of Preferred Shares shall not constitute a variation of rights of the holders of Preferred Shares.
- 7.3. The issue, redemption or purchase of any of the Preferred Shares shall not constitute a variation of the rights of the holders of A Shares or B Shares.
- 7.4. The issue of Preferred Shares or any class or series of Preferred Shares which rank *pari passu* with, or junior to, any existing Preferred Shares or class of Preferred Shares shall not constitute a variation of the existing Preferred Shares or class of Preferred Shares.
- 7.5. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* or subordinate thereto or by a purchase, redemption by the Company of its own shares.

LIEN

8.

- 8.1. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors, at any time, may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all moneys payable in respect of it.
- 8.2. The Company may sell in such manner as the Directors determine any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen Clear Days after notice demanding payment, and stating that if the notice is not complied with the share may be sold, has been given to the Holder of the share or to the person entitled to it by reason of the death or bankruptcy of the Holder.

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- 8.3. To give effect to a sale, the Directors may authorise some person to execute an instrument of transfer of the share sold to, or in accordance with the directions of, the purchaser. The transferee shall be entered in the Register as the Holder of the share comprised in any such transfer and he shall not be bound to see to the application of

the purchase moneys nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale, and after the name of the transferee has been entered in the Register, the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

- 8.4. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) shall be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

9.

- 9.1. Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares, including shares where the conditions of allotment provide for payment at fixed times, and each member (subject to receiving at least fourteen Clear Days' notice specifying when and where payment is to be made) shall pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may be revoked before receipt by the Company of a sum due thereunder, in whole or in part and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 9.2. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 9.3. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 9.4. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.
- 9.5. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 9.6. Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the Holders in the amounts and times of payment of calls on their shares.
- 9.7. The Directors, if they think fit, may receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may pay (until the same would, but for such advance, become payable) interest at such rate, not exceeding (unless the Company in general meeting otherwise directs) fifteen percent per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

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9.8.

- 9.8.1. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, at any time thereafter and during such times as any part of the call or instalment remains unpaid, may serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
- 9.8.2. The notice shall name a further day (not earlier than the expiration of fourteen Clear Days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
- 9.8.3. If the requirements of any such notice as aforesaid are not complied with then, at any time thereafter before the payment required by the notice has been made, any shares in respect of which the notice has been given may be forfeited by a resolution of the Directors to that effect. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.
- 9.8.4. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- 9.9. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal such a share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and thereupon he shall be registered as the Holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 9.10. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but nevertheless shall remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares, without any deduction or allowance for the value of the shares at the time of forfeiture but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.
- 9.11. A statutory declaration that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

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- 9.12. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
- 9.13. The Directors may accept the surrender of any share which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and,

subject to any such terms and conditions, a surrendered share shall be treated as if it has been forfeited.

TRANSFER OF SHARES

10.

- 10.1. The instrument of transfer of any share may be executed for and on behalf of the transferor by the Secretary, an Assistant Secretary or any such person that the Secretary or an Assistant Secretary nominates for that purpose (whether in respect of specific transfers or pursuant to a general standing authorisation), and the Secretary, Assistant Secretary or the relevant nominee shall be deemed to have been irrevocably appointed agent for the transferor of such share or shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such share or shares all such transfers of shares held by the members in the share capital of the Company. Any document which records the name of the transferor, the name of the transferee, the class and number of shares agreed to be transferred, the date of the agreement to transfer shares and the price per share, shall, once executed by the transferor or the Secretary, Assistant Secretary or the relevant nominee as agent for the transferor, and by the transferee where required by the Act, be deemed to be a proper instrument of transfer for the purposes of the Act. The transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered on the Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Directors so determine.
- 10.2. The Company, at its absolute discretion, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of shares on behalf of the transferee of such shares of the Company. If stamp duty resulting from the transfer of shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its subsidiary (as the case may be), be entitled to (i) seek reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those shares and (iii) claim a first and permanent lien on the shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid. The Company's lien shall extend to all dividends paid on those shares.
- 10.3. Notwithstanding the provisions of these Articles and subject to any provision of the Act, title to any shares in the Company may also be evidenced and transferred without a written instrument in accordance with the Act or any regulations made thereunder. The Directors shall have power to permit any class of shares to be held in uncertificated form and to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and in particular shall, where appropriate, be entitled to disapply or modify all or part of the provisions in these Articles with respect to the requirement for written instruments of transfer and share certificates (if any), in order to give effect to such regulations.

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- 10.4. The Directors in their absolute discretion and without assigning any reason therefor may decline to register:
- 10.4.1. any transfer of a share which is not fully paid; or
- 10.4.2. any transfer to or by a minor or person of unsound mind;
- but this shall not apply to a transfer of such a share resulting from a sale of the share through a stock exchange on which the share is listed.
- 10.5. The directors may, in their absolute discretion, and without giving any reason for doing so, decline to register any transfer of any share unless:
- 10.5.1. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
- 10.5.2. the instrument of transfer is in respect of one class of share only.
- 10.6. Section 95(1) of the Act shall not apply to any transfers made pursuant to this Article 10.
- 10.7. The Directors may from time to time fix a record date for the purposes of determining the rights of members to notice of and/or to vote at any general meeting of the Company. The record date shall not precede the date upon which the resolution fixing the record date is adopted by the Directors, and the record date shall be not more than eighty nor less than ten days before the date of such meeting. If no record date is fixed by the Directors, the record date for determining members entitled to notice of or to vote at a meeting of the members shall be the close of business on the day next preceding the day on which notice is given. Unless the Directors determine otherwise, the determination of those members of record entitled to notice of or to vote at a meeting of members shall apply also to any adjournment or postponement of the meeting.
- 10.8. In order that the Directors may determine the members entitled to receive payment of any dividend or other distribution or allotment of any rights or the members entitled to exercise any rights in respect of any change, conversion or exchange of shares, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 nor less than ten days prior to such action. If no record date is fixed, the record date for determining members for such purpose shall be at the close of business on the day on which the Directors adopt the resolution relating thereto.

ACQUISITION OF OWN SHARES

11.

- 11.1. Subject to Article 11.2, all ordinary shares allotted by the Company shall be deemed to be redeemable shares on, and from the time of, the existence or creation of an agreement, transaction or trade between the Company (including any agent or broker acting on behalf of the Company) and any person (who may or may not be a shareholder) pursuant to which the Company acquires or will acquire ordinary shares, or any interest in ordinary shares, from the relevant person save for an acquisition for nil consideration pursuant to section 102(1) of the Act. In these circumstances, the acquisition of such shares by the Company, save where acquired for nil consideration in accordance with the Act, shall constitute the redemption of a redeemable share in accordance with Chapter 6 of Part 3 of the Act. No resolution, whether special or otherwise, shall be required to be passed to deem any ordinary share a redeemable share.

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- 11.2. If an ordinary share is listed on a securities market, a regulated market or another market recognised for the purposes of section 1072 of the Act, within the meaning of the Act, the provisions of Article 11.1 shall apply unless the Board resolves, prior to the existence or creation of any relevant arrangement, that the arrangement concerned is to be treated as a purchase of shares pursuant to Article 11.3.3 in which case the arrangement shall be so executed.

- 11.3. Subject to the provisions of Chapter 6 of Part 3 and Chapter 5 of Part 17 of the Act and any provisions expressly provided otherwise in this Constitution or by the terms of issue in respect of any particular shares or class of shares, the Company may:
- 11.3.1. pursuant to section 66(4) of the Act, issue any shares (whether preferred or otherwise) of the Company which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as may be determined by the Company in general meeting (by special resolution) on the recommendation of the Board. No resolution, whether special or otherwise, shall be required to deem any share a redeemable share;
 - 11.3.2. redeem shares (whether preferred shares or otherwise) of the Company on such terms as may be contained in or determined pursuant to the provisions of these Articles. Subject as aforesaid, the Company may cancel any such shares so redeemed or may hold them as treasury shares (as defined in section 106(1) of the Act) and re-issue such treasury shares as shares of any class or classes, or cancel them.
 - 11.3.3. Subject to or in accordance with the provisions of the Act and without prejudice to any special rights attached to any class of shares, pursuant to sections 105 and Chapter 5 of Part 17 of the Act, purchase any of its own shares (whether preferred or otherwise and including any redeemable shares and without any obligation to purchase on any pro rata basis as between shareholders or shareholders of the same class) and may cancel any such shares so purchased or hold them as treasury shares (as defined by section 106(1) of the Act) and may re-issue any such shares as shares of any class or classes or cancel them.
 - 11.3.4. Pursuant to section 83(3) of the Act, convert any of its shares into redeemable shares provided that the total number of shares which shall be redeemable pursuant to this authority shall not exceed the limit in section 1071(1)(b) of the Act. No resolution of the shareholders, whether special or otherwise, shall be required to be passed to convert any of the Company's shares into redeemable shares.
- 11.4. The Company may make a payment in respect of the purchase or redemption of its own shares in any manner permitted by the Act.
- 11.5. The holder of the shares being purchased or redeemed shall be bound to deliver up to the Company the certificate(s) if any thereof for cancellation and thereupon the Company shall pay to him or her the purchase or redemption monies or consideration in respect thereof.

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ALTERATION OF SHARE CAPITAL

12. Increase of Capital
- 12.1. The Company from time to time by ordinary resolution may increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
- 12.2. Subject to the provisions of the Act and these Articles, the new shares shall be issued to such persons, upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and, if no direction be given, as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company and with a special, or without any, right of voting.
- 12.3. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the pre-existing ordinary capital and shall be subject to the provisions herein contained with reference to calls and instalments, transfer and transmission, forfeiture, lien and otherwise.
13. Consolidation, Sub-Division and Cancellation of Capital
- The Company may by ordinary resolution (save where the Directors resolve otherwise):
- 13.1. consolidate and divide all or any of its share capital into shares of a larger nominal value than the existing shares;
 - 13.2. subdivide the shares, or any of them, into shares of a smaller nominal value, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - 13.3. cancel any Shares which, at the date of the passing of the relevant ordinary resolution have not been taken or agreed to be taken by any person and reduce the amount of the Company's authorised share capital by the amount of the Shares so cancelled;
 - 13.4. increase the nominal value of any of the shares by the addition to them of any undenominated capital;
 - 13.5. reduce the nominal value of any of the shares by the deduction from them of any part of that value, subject to the crediting of the amount of the deduction to undenominated capital, other than the share premium account;
 - 13.6. convert any undenominated capital into shares for allotment as bonus shares to holders of existing shares; and/or
 - 13.7. subject to applicable law, change the currency denomination of its share capital.
14. Subject to the provisions of the Act, the Company may:
- 14.1. by special resolution change its name, alter or add to the memorandum of association with respect to any objects, powers or other matters specified therein or alter or add to these Articles;

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- 14.2. by special resolution reduce its company capital (including its share capital and any capital redemption reserve or share premium account) in any way it thinks expedient and, without prejudice to the generality of the foregoing, may
 - i. extinguish or reduce the liability on any of its shares in respect of share capital not paid up;
 - ii. either with or without extinguishing or reducing liability on any of its shares, cancel any paid up company capital which is lost or unrepresented by available

assets; and

- iii. either with or without extinguishing or reducing liability on any of its shares, pay off any paid up company capital which is in excess of the wants of the Company,

and in relation to such reductions, the Company may by special resolution determine the terms upon which the reduction is to be effected, including in the case of a reduction of part only of any class of shares, those shares to be affected; and

- 14.3. by resolution of the Directors change the location of its Office.

DIRECTORS

15. Number of Directors

- 15.1. Unless otherwise determined by the Company in General Meeting the number of Directors shall not be more than twelve nor less than two. The continuing Directors may act notwithstanding any vacancy in their body, provided that, and subject as provided in these Articles, if the number of the Directors is reduced below the prescribed minimum the remaining Director or Directors shall appoint forthwith an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act then any Member may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to the provisions of the Act and these Articles) only until the conclusion of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the Directors who are to retire by rotation at such meeting.
- 15.2. A Director is not required to hold shares in the Company. A Director (whether or not a member of the Company) shall be entitled to attend and speak at general meetings.

16. Remuneration of Directors

- 16.1. The remuneration to be paid to the Directors shall be at such rate and basis as the Directors shall determine from time to time. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly of the other. The amount, rate or basis of the fees, remuneration or expenses paid or to be paid to the Directors shall not require the approval of or ratification by the Company in general meeting.

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- 16.2. The Board may approve additional remuneration to any Director undertaking any special work or services for, or undertaking any special task on behalf of the Company including participating as a member of a committee, in addition to his ordinary work as a Director. Any remuneration or fees paid to a Director who is also a legal adviser to the Company or otherwise serves the Company in a professional capacity shall be in addition to any remuneration or fees paid to him as a Director of the Company.

17. Powers of Directors

- 17.1. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles and to the provisions of the Act.
- 17.2. Subject to the Act, the Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property, assets and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, without any limitation as to amount.
- 17.3. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 17.4. The Directors shall cause minutes to be made in books provided for the purpose of:
 - 17.4.1. all appointments of officers made by the Directors;
 - 17.4.2. the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
 - 17.4.3. all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

18. Appointment of Directors

- 18.1. At every Annual General Meeting of the Company all of the Directors shall retire from office unless re-elected by ordinary resolution at the annual general meeting. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.
- 18.2. If, before the expiration of his or her term of office, a Director should be replaced for whatever reason, the term of office of the newly elected member of the Board shall expire at the end of the term of office of his or her predecessor.
- 18.3. A retiring Director shall be eligible for re-election.
- 18.4. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such Director has been put to the meeting and lost.

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- 18.5. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting

unless not less than seven days before the day appointed for the meeting there shall have been left at the office notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election and also notice in writing signed by that person of his willingness to be elected.

- 18.6. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors.
- 18.7. The Directors shall have power at any time and from time to time to appoint any person who is willing to act to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall, unless the appointment is subsequently approved or ratified by ordinary resolution prior to the next following annual general meeting, hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting, such Director shall vacate office at the conclusion thereof.
- 18.8. Subject as provided in these Articles, the Company by ordinary resolution may appoint a person to be a Director, either to fill a vacancy or as an additional Director.

19. Vacation of Office of Director

- 19.1. The office of a Director shall, in addition to the circumstances in which it shall be vacated described in Section 148(1) of the Act (bankruptcy and disqualification), also be vacated automatically if the Director dies in office, or if the Director:
- 19.1.1. becomes subject to a declaration of restriction made pursuant to Chapter 3 of Part 14 of the Act; or
- 19.1.2. is sentenced to a term of imprisonment following conviction of any indictable offence, unless the term of imprisonment is suspended, such that he is not imprisoned in respect of the offence; or
- 19.1.3. is absent for more than six consecutive months without the permission of the Directors from meetings of the Directors or any committee thereof held during that period and his alternate Director (if any) shall not have attended any such meetings in his place during such period, and his co-Directors resolve that, by reason of such absence, he has vacated his office; or
- 19.1.4. is removed from office by notice in writing served upon him signed by all his co-Directors (any such removal being deemed to be an act of the Company); or
- 19.1.5. is no longer reasonably regarded by his co-Directors as possessing an adequate decision-making capacity for reasons of health, and a majority of his co-Directors have accordingly resolved that his office be vacated on this ground;
- 19.1.6. resigns his office by notice in writing to the Company; or
- 19.1.7. makes any arrangement or composition in Ireland or elsewhere with his creditors generally, and his co-Directors resolve, for that reason, that his office be vacated.

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- 19.2. The provisions of paragraphs 19.1.1 to 19.1.7 of this Article shall apply to the exclusion of the provisions of Section 148(2) of the Act.
- 19.3. The Company may by Ordinary Resolution, which extended notice has been given in accordance with Section 146 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- 19.4. The Company may, by Ordinary Resolution, appoint another person in place of a Director removed from office under Article 19.3 and without prejudice to the powers of the Directors under Article 18.7 the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

20. Alternate Directors

- 20.1. Any Director (the appointer) may at any time and from time to time appoint by notice in writing to the Company any person (including another Director) to be his alternate, provided always that no such appointment of a person other than a Director as an alternate will be effective unless and until such appointment is approved by resolution of the Directors.
- 20.2. A person may act as an alternate for more than one Director and while he is so acting will be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate will be in addition to his own vote.
- 20.3. An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a Director or is the alternate of more than one Director he will only be counted once for such purpose.
- 20.4. An alternate will be entitled, subject to his giving to the Company an address to receive notice of all meetings of the Directors and of all meetings of committees of which his appointer is a member, to receive notice of and attend and vote at any meeting of the Directors (or of a committee of which his appointer is a member) at which the appointer is not personally present. An alternate shall not be remunerated or paid fees otherwise than out of the remuneration or fees as the case may be paid to the appointer.
- 20.5. The alternate will be entitled, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a Director (other than the right to appoint an alternate hereunder).
- 20.6. An alternate's appointment will automatically come to an end if for any reason the appointer ceases to be a Director, but if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement will continue after his re-appointment. Section 165(5) and (6) of the Act in relation to revocation of appointment shall apply.

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21. Proceedings of Directors

- 21.1. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they may think fit. The quorum necessary for the

transaction of the business of the Directors shall be a majority of the Directors in office at the time when the meeting is convened. Questions arising at any meeting shall be decided by a majority of votes. Each Director present and voting shall have one vote.

- 21.2. Where there is an equality of votes, the Chairman shall not have a second or casting vote.
- 21.3. Any Director may participate in a meeting of the Directors by means of telephonic or other such communication whereby all persons participating in the meeting can hear each other speak, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any Director may be situated in any part of the world for any such meeting.
- 21.4. The Chairman or a majority of the Directors may, and the Secretary on the requisition of the Chairman or a majority of the Directors shall, at any time summon a meeting of the Directors. Any provision of an enactment permitting the Secretary to summon a meeting of the Directors on the requisition of a Director acting alone shall not apply to the Company.
- 21.5. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the minimum number of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
- 21.6. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office. Any Director may be elected no matter by whom he was appointed but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 21.7. The Board may from time to time designate committees of the Board, with such powers and duties as the Board may decide to confer on such committees (including the power to subdelegate), and shall, for those committees and any others provided for herein, elect a Director or Directors to serve as the member or members, designating, if it desires, other Directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Adequate provision shall be made for notice to members of all meetings; a majority of the members shall constitute a quorum and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committees.
- 21.8. A committee may elect a chairman of its meeting. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
- 21.9. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

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- 21.10. Notwithstanding anything in these Articles or in the Act which might be construed as providing to the contrary, notice of every meeting of the Directors shall be given to all Directors either by mail not less than 48 hours before the date of the meeting, by telephone, email, or any other electronic means on not less than 24 hours' notice, or on such shorter notice as person or persons calling such meeting may deem necessary or appropriate and which is reasonable in the circumstances. Any Director may waive any notice required to be given under these Articles, and the attendance of a Director at a meeting shall be deemed to be a waiver by such Director.
- 21.11. A resolution or other document in writing (in electronic form or otherwise) signed (whether by electronic signature, advanced electronic signature or otherwise as approved by the Directors) by (a) all of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors or (b) a majority of the Directors where notice in accordance with Article 21.10 of the resolution or other document in writing has been given to all Directors entitled to receive notice of a meeting of Directors or of a committee of Directors, shall be as valid as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held, and may consist of several documents in the like form each signed by one or more Directors, and such resolution or other document or documents when duly signed may be delivered or transmitted (unless the Directors shall otherwise determine either generally or in any specific case) by facsimile transmission, electronic mail or some other similar means of transmitting the contents of documents.
- 22. Offices and Remuneration of Directors**
- 22.1. Subject to the other provisions of these Articles, the Directors may from time to time appoint one or more of themselves to be chief executive officer or any other category of executive director (by whatever name called) for such period, and on such terms as to remuneration or otherwise, as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The Directors may entrust to and confer upon any Director so appointed any of the powers exercisable by them upon such terms and conditions and with such restrictions (if any) as they may think fit, and either concurrently with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any conferral of such powers.
- 22.2. The appointment of any Director to the office of chairperson or chief executive shall determine automatically if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of services between him and the Company.
- 22.3. A Director may hold any other office or place of profit under the Company (except that of statutory auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors shall approve.

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23. Voting by Directors

- 23.1. A Director or shadow director of the Company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall comply with the provisions of section 231 of the Act with regard to the disclosure of such interest by declaration or notice in accordance with and subject to the provisions of the said section 231. Subject to compliance with the foregoing, a director may vote in respect of any contract, appointment or arrangement in which he is interested, and he shall be counted in the quorum present at any meeting at which such matters are considered. Any such director shall not thereby be deemed to be in breach of his duty under Section 1113 of the Act. Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-
- 23.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or any subsidiary thereof or in which the Company or any subsidiary thereof is otherwise interested;
- 23.1.2. may be a director or other officer of, or employed by or provide services to or have an interest in any service provider or contractual counterparty to the Company from time to time;

- 23.1.3. may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company or any subsidiary or Associated Company thereof is otherwise interested; and
- 23.1.4. shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 23.2. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the other Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit or benefit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. For the avoidance of doubt a Director shall be entitled to vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly or together with any person or persons connected with him, an interest, provided he has disclosed the nature of that interest to his fellow Directors prior to such vote and the Director will be counted in the quorum present at the meeting at which such vote takes place.
- 23.3. A Director is expressly permitted (for the purposes of section 228(1)(d) of the Act) to use the Company's property pursuant to or in connection with: the exercise or performance of his duties, functions and powers as Director or employee; the terms of any contract of service or employment or letter of appointment; and, or in the alternative, any other usage authorised by the Directors (or a person authorised by the Directors) from time to time; and including in each case for a Director's own benefit or for the benefit of another person.
- 23.4. Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.
- 23.5. A Director who has been validly appointed or nominated for appointment by a particular member or members may (i) be a director or other officer of, employed by or otherwise interested (including by the holding of shares) in, any such member or members, or of any body corporate owned or controlled by any such member or members, and (ii) have regard to the interests of that member or members, and shall not be deemed to have a conflict of interest or to be in breach of his duty under Section 228(1)(f) of the Act in any such circumstances.

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24. Directors' Resolutions in Writing

- 24.1. Notwithstanding the provisions of Section 161(1) of the Act, a resolution in writing signed by each Director or by his alternate will be as valid as if it had been passed at a meeting of the Directors duly convened and held.
- 24.2. A resolution in writing signed by each member of a committee (or, in the case of a Director, his alternate) will be as valid as if it had been passed at a meeting of that committee duly convened and held.
- 24.3. Any such resolution as is referred to in this Article may consist of one document or two or more documents in like form to the same effect, each signed by one or more of the signatories, and for all purposes shall take effect from the time that it is signed by the last such signatory.

GENERAL MEETINGS

25. General Meetings

- 25.1. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. This Article shall not apply in the case of the first general meeting, in respect of which the Company shall convene the meeting within the time periods required by the Act.
- 25.2. Subject to the Act, all general meetings of the Company may be held outside of Ireland, provided that the Company shall at its own expense make all necessary arrangements to ensure that members can, by technological means, participate in any such meeting without leaving Ireland.
- 25.3. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 25.4. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided in the Act. Where any enactment confers rights on the members of a company to convene a general meeting and expresses such rights to apply save where a company's articles of association or constitution provides otherwise, including, but not limited to, section 178(2) of the Act, such rights shall not apply to the members of the Company.
- 25.5. A Director shall be entitled, notwithstanding that he is not a member, to attend and speak at any general meeting and at any separate meeting of the Holders of any class of shares in the Company.

26. Notice of General Meetings

- 26.1. Subject to the provisions of the Act allowing a general meeting to be called by shorter notice, an annual general meeting and an extraordinary general meeting for the passing of a Special Resolution shall be called by not more than 60 Clear Days' notice and not less than 21 Clear Days' notice and all other extraordinary general meetings shall be called by not less than 14 Clear Days' notice.

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- 26.2. Any notice convening a general meeting shall specify the time and place of the meeting and, in the case of special business, the general nature of that business and, in reasonable prominence, that a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his place and that a proxy need not be a member of the Company. It shall also give particulars of any Directors who are to retire at the meeting and of any persons who are recommended by the Directors for appointment or re-appointment as Directors at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose them for appointment or re-appointment as Directors at the meeting. Provided that the latter requirement shall only apply where the intention to propose the person has been received by the Company in accordance with the provisions of these Articles. Subject to any restrictions imposed on any shares, the notice of the meeting shall be given to all the members of the Company as of the record date set by the Directors and to the Directors and the statutory auditors.

- 26.3. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- 26.4. Where, by any provision contained in the Act, notice of a greater length than that required by Article 26.1 is required of a resolution, the resolution shall not be effective (except where the Directors of the Company have resolved to submit it) unless notice of the intention to move it has been given to the Company not less than 28 days (or such period as the Act permit) before the meeting at which it is moved, and the Company shall give to the members notice of any such resolution as required by and in accordance with the provisions of the Act.

27. Proceedings at General Meetings

- 27.1. Without prejudice to the powers of the directors to include on the agenda of any annual general meeting of the Company such other matters as they may, in their absolute discretion, think fit, the business of the annual general meeting of the Company shall include:
- 27.1.1. Declaring a dividend;
- 27.1.2. the consideration of the Company's statutory financial statements and the report of the directors and the report of the statutory auditors on those statements;
- 27.1.3. the review by the members of the Company's affairs;
- 27.1.4. the appointment or re-appointment of statutory auditors and the authorisation of the Directors to fix the remuneration of the statutory auditors;
- 27.1.5. the election of Directors in place of those retiring; and
- 27.1.6. the review of the members of the Company's affairs (to the extent required by the Act).

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- 27.2. At any annual general meeting, only such nominations of persons for election to the Board shall be made, and only such other business shall be conducted or considered, as shall have been properly brought before the meeting. For nominations to be properly made at an annual general meeting, and proposals of other business to be properly brought before an annual meeting, nominations and proposals of other business must be: (a) specified in the Company's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly made at the annual general meeting, by or at the direction of the Board or (c) otherwise properly requested to be brought before the annual general meeting by a member of the Company in accordance with these Articles. For nominations of persons for election to the Board or proposals of other business to be properly requested by a member to be made at an annual general meeting, a member must (i) be a member at the time of giving of notice of such annual general meeting by or at the direction of the Board and at the time of the annual general meeting, (ii) be entitled to vote at such annual general meeting and (iii) comply with the procedures set forth in these Articles as to such business or nomination. The immediately preceding sentence shall be the exclusive means for a member to make nominations or other business proposals (other than matters properly brought under the applicable rules of any stock exchange to which the Company's shares are admitted to trading and included in the Company's notice of meeting) before an annual general meeting of members.
- 27.3. At any extraordinary general meeting of the members, only such business shall be conducted or considered, as shall have been properly brought before the meeting pursuant to the Company's notice of meeting. To be properly brought before an extraordinary general meeting, proposals of business must be (a) specified in the Company's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly brought before the extraordinary general meeting, by or at the direction of the Board, or (c) otherwise properly brought before the meeting by any members of the Company pursuant to the valid exercise of power granted to them under the Act.
- 27.4. No shareholder shall be entitled to propose any person to be appointed, elected or re-elected as Director at any extraordinary general meeting.
- 27.5. Except as otherwise provided by the Act, the memorandum of association or these Articles, the Chairman of any general meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the general meeting was made or proposed, as the case may be, in accordance with these Articles and, if any proposed nomination or other business is not in compliance with these Articles, to declare that no action shall be taken on such nomination or other proposal and such nomination or other proposal shall be disregarded.
- 27.6. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. One or more Holders of shares present in person or by proxy, holding not less than a majority of the issued shares that carry a right to vote at the meeting on the relevant record date shall constitute a quorum. Abstentions and broker non-votes will be regarded as present for the purposes of establishing the presence of a quorum.
- 27.7. Any general meeting duly called at which a quorum is not present shall be adjourned and the Company shall provide notice pursuant to Article 26.4 in the event that such meeting is to be reconvened.
- 27.8. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

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- 27.9. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.
- 27.10. The Chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place without notice other than by announcement of the time and place of the adjourned meeting by the Chairman of the meeting. The Chairman of the meeting may at any time without the consent of the meeting adjourn the meeting to another time and/or place if, in his opinion, it would facilitate the conduct of the business of the meeting to do so or if he is so directed by the Board. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 27.11. At any general meeting a resolution put to the vote of the meeting shall be decided by poll.
- 27.12. A poll shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.
- 27.13. Unless the Directors otherwise determine, no member shall be entitled to vote at any general meeting or any separate meeting of the Holders of any class of shares in the Company, either in person or by proxy, or to exercise any privilege as a member in respect of any share held by him unless all monies then payable by him in respect of that share have been paid.

28. Advance Notice of Member Business and Nominations

- 28.1. Without qualification or limitation, subject to Article 28.11, for any nominations or any other business to be properly brought before an annual general meeting by a member pursuant to Article 27.2, the member must have given timely notice thereof (including, in the case of nominations, the completed and signed questionnaire, representation and agreement required by Article 28.12), and timely updates and supplements thereof, in writing to the Secretary, and such other business must otherwise be a proper matter for member action.
- 28.2. To be timely, a member's notice for any nominations or any other business to be properly brought before an annual general meeting by a member pursuant to Article [29.2], shall be delivered to the Secretary at the Office by close of business on that day that is not less than 120 days prior to the first anniversary of the day of release to shareholders of the Company's proxy statement, issued pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading, in respect of the preceding year's annual general meeting; provided, however, that in the event that the date of the annual general meeting is changed by more than 30 days from the date contemplated at the time of the previous year's proxy statement, notice by the member must be so delivered by close of business on the day that is not less than the later of (a) 150 days prior to the day of the contemplated annual general meeting or (b) ten days after the day on which public announcement of the date of the contemplated annual general meeting is first made by the Company; provided, further, that with respect to the first annual general meeting of the Company, notice by the member must be so delivered by close of business on the day that is not less than ten days after the day on which public announcement of the date of such meeting is first made by the Company. In no event shall any adjournment or postponement of an annual general meeting, or the public announcement thereof, commence a new time period for the giving of a member's notice as described above.

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- 28.3. Notwithstanding anything in Article 28.12 to the contrary, in the event that the number of directors to be elected to the Board is increased by the Board, and there is no public announcement by the Company naming all of the nominees for director or specifying the size of the increased Board at least 130 days prior to the first anniversary of the day of release to shareholders of the Company's proxy statement issued pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading in respect of the preceding year's annual general meeting, a member's notice required by Articles 28.1– 28.4 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the Office not later than the close of business on the day that is ten days after the day on which such public announcement is first made by the Company.
- 28.4. In addition, to be considered timely, a member's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the Office not later than five business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight business days prior to the date for the meeting or any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof.
- 28.5. Subject to Article 28.11, in the event the Company calls an extraordinary general meeting of members for the purpose of electing one or more directors to the Board, any member may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Company's notice of meeting, provided that the member gives timely notice thereof (including the completed and signed questionnaire, representation and agreement required by Article 28.12), and timely updates and supplements thereof, in writing, to the Secretary.
- 28.6. To be timely, a member's notice for any nomination to be properly brought before such an extraordinary general meeting shall be delivered to the Secretary at the Office by close of business on the day that is not less than 120 days prior to the date of such extraordinary general meeting or, if the first public announcement of the date of such extraordinary general meeting is less than 130 days prior to the date of such extraordinary general meeting, by close of business on the day that is ten days after the day on which public announcement of the date of the extraordinary general meeting and of the nominees proposed by the Board to be elected at such meeting is first made by the Company. In no event shall any adjournment or postponement of an extraordinary general meeting, or the public announcement thereof, commence a new time period for the giving of a member's notice as described above.
- 28.7. In addition, to be considered timely, a member's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the Office not later than five business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight business days prior to the date for the meeting, any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof.

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- 28.8. To be in proper form, a member's notice (whether given pursuant to Articles 28.1– 28.4 or Articles 28.5– 28.7) to the Secretary must include the following, as applicable:
- 28.8.1. As to the member giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, a member's notice must set forth: (i) the name and address of such member, as they appear on the Company's books, of such beneficial owner, if any, and of their respective affiliates or associates or others acting in concert therewith, (ii) (A) the class or series and number of shares of the Company which are, directly or indirectly, owned beneficially and of record by such member, such beneficial owner and their respective affiliates or associates or others acting in concert therewith, (B) any option, warrant, convertible security, share appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Company or with a value derived in whole or in part from the value of any class or series of shares of the Company, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Company, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Company, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Company, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Company, through the delivery of cash or other property, or otherwise, and without regard to whether the member, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Company (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such member, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, (C) any proxy, contract, arrangement, understanding, or relationship pursuant to which such member has a right to vote any class or series of shares of the Company, (D) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving such member, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of the shares of the Company by, manage the risk of share price changes for, or increase or decrease the voting power of, such member with respect to any class or series of the shares of the Company, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Company (any of the foregoing, a "Short Interest"), (E) any rights to dividends on the shares of the Company owned beneficially by such member that are separated or separable from the underlying shares of the Company, (F) any proportionate interest in

shares of the Company or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such member is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (G) any performance-related fees (other than an asset-based fee) that such member is entitled to base on any increase or decrease in the value of shares of the Company or Derivative Instruments, if any, including without limitation any such interests held by members of such member's immediate family sharing the same household, (H) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Company held by such member, and (I) any direct or indirect interest of such member in any contract with the Company, any affiliate of the Company or any principal competitor of the Company (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), and (iii) any other information relating to such member and beneficial owner, if any, that would be required to be disclosed in a proxy statement and form or proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading and the regulations promulgated thereunder.

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28.8.2. If the notice relates to any business other than a nomination of a director or directors that the member proposes to bring before the meeting, a member's notice must, in addition to the matters set forth in Article 28.8.1 above, also set forth: (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such member and beneficial owner, if any, in such business, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such proposal or business includes a proposal to amend these Articles, the text of the proposed amendment), and (iii) a description of all agreements, arrangements and understandings between such member and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such member.

28.8.3. As to each person, if any, whom the member proposes to nominate for election or re-election to the Board, a member's notice must, in addition to the matters set forth in Article 28.8.1 above, also set forth: (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such member and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading if the member making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant.

28.9. With respect to each person, if any, whom the member proposes to nominate for election or re-election to the Board, a member's notice must, in addition to the matters set forth in Articles 28.8.1 and 28.8.3 above, also include a completed and signed questionnaire, representation and agreement required by Article 28.12 of these Articles. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable member's understanding of the independence, or lack thereof, of such nominee.

28.10. Notwithstanding the provisions of these Articles, a member shall also comply with all applicable requirements of the applicable rules of any stock exchange to which the Company's shares are admitted to trading and the rules and regulations thereunder with respect to the matters set forth in these Articles 28.1–28.12.

28.11. Nothing in these Articles shall be deemed to affect any rights (i) of members to request inclusion of proposals in the Company's proxy statement pursuant to the applicable rules of any stock exchange to which the Company's shares are admitted to trading, (ii) of the holders of any series of preferred shares if and to the extent provided for under law, the memorandum of association or these Articles or (iii) of members of the Company to bring business before an extraordinary general meeting pursuant to the valid exercise of power granted to them under the Act. Subject to the applicable rules of any stock exchange to which the Company's shares are admitted to trading, nothing in these Articles shall be construed to permit any member, or give any member the right, to include or have disseminated or described in the Company's proxy statement any nomination of director or directors or any other business proposal.

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28.12. Subject to the rights of members of the Company to propose nominations at an extraordinary general meeting pursuant to the valid exercise of power granted to them under the Act, to be eligible to be a nominee for election or re-election as a director of the Company, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Articles 28.1–28.11) to the Secretary at the Office a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request), and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Company, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Company or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Company, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Company, and will comply with all applicable corporate governance, conflict of interest, confidentiality and share ownership and trading policies and guidelines of the Company publicly disclosed from time to time.

29. Votes of Members

29.1. Subject to any special rights or restrictions as to voting for the time being attached by or in accordance with these Articles to any class of shares, on a poll every member who is present in person or by proxy shall have one vote for each share of which he is the Holder.

29.2. When there are joint Holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Holders; and for this purpose, seniority shall be determined by the order in which the names stand in the Register.

29.3. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction (whether in Ireland or elsewhere) in matters concerning mental disorder, may vote by his committee, receiver, guardian or other person appointed by that court and any such committee, receiver, guardian or other person may vote by proxy on a poll. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be received at the Office or at such other address as is specified in accordance with these Articles for the receipt of appointments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

29.4. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote

not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

- 29.5. Votes may be given either personally or by proxy.
- 29.6. Every member entitled to attend and vote at a general meeting may appoint a proxy or (subject to these provisions) proxies to attend, speak and vote on his behalf provided, however, that:
- 29.6.1. a member may appoint more than one proxy provided that each proxy is appointed to exercise the rights attached to shares held in different securities accounts; and
- 29.6.2. a member acting as an intermediary on behalf of a client in relation to shares may appoint that client or any third party designated by that client as a proxy in relation to those shares.
- subject to such requirements and restrictions as the Directors may from time to time specify. A body corporate must sign a form of proxy under its common seal (if applicable) or under the hand of a duly authorised officer thereof. A proxy need not be a member of the Company. The appointment of a proxy in electronic or other form shall only be effective in such manner as the Directors may approve, subject to any requirements of the Act.
- 29.7. The instrument of proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within Ireland as is specified for that purpose in the notice convening the meeting of the Company, and shall be so deposited not later than before the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the commencement of the taking of the poll.
- 29.8. Without limiting the foregoing, the Directors shall facilitate appointments of a proxy to be made by means of an electronic or internet communication or facility and may in a similar manner facilitate supplements to, or amendments or revocations of, any such electronic or internet communication or facility to be made. For the avoidance of doubt, such appointments of proxy as made by electronic or internet communication or facility will be deemed to be deposited at the place specified for such purpose once received by the Company. The Directors may in addition prescribe the method of determining the time at which any such electronic or internet communication or facility is to be treated as deposited at the place specified for such purpose. The Directors may treat any such electronic or internet communication or facility which purports to be or is expressed to be sent on behalf of a Holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Holder.
- 29.9. A body corporate which is a member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company. The Company may require evidence from the body corporate of the due authorisation of such person to act as the representative of the relevant body corporate.

- 29.10. An appointment of proxy relating to more than one meeting (including any adjournment thereof) having once been received by the Company for the purposes of any meeting shall not require to be delivered, deposited or received again by the Company for the purposes of any subsequent meeting to which it relates.
- 29.11. Receipt by the Company of an appointment of proxy in respect of a meeting shall not preclude a member from attending and voting at the meeting or at any adjournment thereof. An appointment proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.
- 29.12.
- 29.12.1. A vote given or poll demanded in accordance with the terms of an appointment of proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death or insanity of the principal, or the revocation of the appointment of proxy or of the authority under which the proxy was appointed or of the resolution authorising the representative to act or transfer of the share in respect of which the proxy was appointed or the authorisation of the representative to act was given, provided that no intimation in writing (whether in electronic form or otherwise) of such death, insanity, revocation or transfer shall have been received by the Company at the Office, before the commencement of the meeting or adjourned meeting at which the appointment of proxy is used or at which the representative acts, provided, however, that where such intimation is given in electronic form it shall have been received by the Company before the commencement of the meeting
- 29.12.2. The Directors may send, at the expense of the Company, by post, electronic mail or otherwise, to the members forms for the appointment of a proxy (with or without stamped envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative.

30. Class Meetings

- 30.1. The quorum for general meetings of holders of a particular class of shares shall be one or more members present in person or by proxy holding not less than a majority of the issued and outstanding shares of the class entitled to vote at the meeting in question. All other provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every separate general meeting of the Holders of any class of shares in the capital of the Company.

31. Right to Demand a Poll

Subject to the provisions of the Act, a poll may be demanded by:

- 31.1. the chairperson of the meeting;
- 31.2. at least three members present (in person or by proxy) having the right to vote at the meeting;

- 31.3. any member or members present (in person or by proxy) and representing not less than 10 per cent of the total voting rights of all the members of the Company having the right to vote at the meeting; or

31.4. a member or members present (in person or by proxy) holding shares in the Company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring that right.

32. Restriction on Voting

For so long as the Company holds any shares as treasury shares, or any subsidiary of the Company holds shares in the Company, then the Company or the subsidiary (as the case may be) shall not exercise any voting rights in respect of the shares.

33. Unanimous Written Resolutions

Subject to the provisions of the Act, a resolution in writing signed by all of the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in like form each signed by one or more persons, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution shall be served on the Company.

NOTICES

34. Notices

34.1. Any notice to be sent, given, served or delivered under these Articles shall be in writing whether in electronic form or otherwise as permitted by these Articles.

34.2. Any notice or document to be sent, given, served or delivered in pursuance of these Articles, the Act or otherwise may be sent, given to, served on or delivered to any shareholder by the Company or any agent/the registrar acting on its behalf:-

34.2.1. if given personally or delivered to the member;

34.2.2. if left at the registered address of the member;

34.2.3. by sending same by the post in a pre-paid cover addressed to him at his registered address;

34.2.4. by delivering or making the same available in electronic form, whether as an electronic communication or otherwise subject to and in accordance with the provisions of these Articles; or

34.2.5. by sending the same via (i) the messaging system of a central securities depository or (ii) by email to the nominated representatives or nominated email account(s) of a central securities depository, in such manner as may be approved by the Directors.

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34.3. A notice or document given or served in a manner referred to in this paragraph shall be deemed to have been given or served as follows:

34.3.1. if given personally, when so given;

34.3.2. if left at the last-known postal address of the person, when so left at that address;

34.3.3. if posted using ordinary pre-paid post to the last-known postal address of the other person on any day other than a Friday, 48 hours after the cover containing it was posted, and if so posted on a Friday, 72 hours after it was so posted; and

34.3.4. if served on or delivered to the other person by electronic mail, 12 hours after the time it was sent; and

34.3.5. if sent in accordance with Article 34.2.5 at the time it was sent to the messaging system of the central securities depository or at the time it was sent by email to the nominated representatives of the central securities depository.

34.4. Without prejudice to any provision of the Act or of these Articles concerning the sending of notices or other documents to the Company, any notice or other document which is required to be served on or given to the Company by a member or by any other person under the Act or this Constitution shall be in writing and in the English language, and may be served on or given to the Company by giving or delivering it personally to the secretary of the Company or by posting it using ordinary pre-paid post to the registered office of the Company marked for the attention of the secretary, and will be deemed to have been served on or given to the Company;

34.4.1. if given or delivered personally, when so given or delivered; and

34.4.2. if posted in the manner described in this paragraph on any day other than a Friday, 48 hours after the cover containing it was posted, and if so posted on a Friday, 72 hours after it was so posted.

34.5. A shareholder shall automatically be deemed to have given its consent to receive any notice or information from the Company, pursuant to these Articles or otherwise, using electronic means, unless it has notified the Secretary to the contrary.

CAPITALISATION OF PROFITS AND RESERVES

35.

35.1. The Directors may resolve that any sum for the time being standing to the credit of any of the Company's reserves (including any capital redemption reserve fund, undenominated capital account or share premium account) or to the credit of the profit and loss account be capitalised and applied on behalf of the shareholders who would have been entitled to receive that sum if it had been distributed by way of dividend and in the same proportions either in or towards paying up amounts for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum capitalised (such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Holders in the proportions aforesaid) or partly in one way and partly in another, so, however, that the only purposes for which such sum standing to the credit of the capital redemption reserve fund or the share premium account shall be applied shall be those permitted by the Act.

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- 35.2. The Directors may resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those shareholders of the Company who would have been entitled to that sum if it were distributable and had been distributed by way of dividend (and in the same proportions) and the Directors shall give effect to such resolution.
- 35.3. Whenever such a resolution is passed in pursuance of either of the two immediately preceding Articles the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provisions as they shall think fit for the case of shares or debentures becoming distributable in fractions (and, in particular, without prejudice to the generality of the foregoing, either to disregard such fractions or to sell the shares or debentures represented by such fractions and distribute the net proceeds of such sale to and for the benefit of the Company or to and for the benefit of the shareholders otherwise entitled to such fractions in due proportions) and to authorise any person to enter on behalf of all the shareholders concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may become entitled on such capitalisation or, as the case may require, for the payment up by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be binding on all such shareholders.

DIVIDENDS AND RESERVES

- 36.
- 36.1. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.
- 36.2. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
- 36.3. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Act.
- 36.4. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors may lawfully determine. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it prudent not to distribute.
- 36.5. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

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- 36.6. The Directors may deduct from any dividend payable to any member all sums of money (if any) immediately payable by him to the Company in relation to the shares of the Company.
- 36.7. Any general meeting declaring a dividend or bonus and any resolution of the Directors declaring an interim dividend may direct payment of such dividend or bonus or interim dividend wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stocks of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all the parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 36.8. Any dividend or other moneys payable in respect of any share may be paid by cheque or warrant sent by post, at the risk of the person or persons entitled thereto, to the registered address of the Holder or, where there are joint Holders, to the registered address of that one of the joint Holders who is first named on the members Register or to such person and to such address as the Holder or joint Holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company. Any joint Holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share. Any such dividend or other distribution may also be paid by any other method (including payment in a currency other than \$, electronic funds transfer, direct debit, bank transfer or by means of a relevant system) which the Directors consider appropriate and any member who elects for such method of payment shall be deemed to have accepted all of the risks inherent therein. The debiting of the Company's account in respect of the relevant amount shall be evidence of good discharge of the Company's obligations in respect of any payment made by any such methods.
- 36.9. No dividend shall bear interest against the Company.
- 36.10. If the Directors so resolve, any dividend which has remained unclaimed for twelve years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend or other moneys payable in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

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SHAREHOLDER RIGHTS PLAN

- 37.
- 37.1. Subject to applicable law, the Directors are hereby expressly authorised to adopt any shareholder rights plan (a "Rights Plan"), upon such terms and conditions as the Directors deem expedient and in the best interests of the Company, including, without limitation, where the Directors are of the opinion that a Rights Plan could grant them additional time to gather relevant information or pursue strategies in response to or anticipation of, or could prevent, a potential change of control of the Company or accumulation of shares in the Company or interests therein.
- 37.2. The Directors may exercise any power of the Company to grant rights (including approving the execution of any documents relating to the grant of such rights) to subscribe for ordinary shares or preferred shares in the share capital of the Company ("Rights") in accordance with the terms of a Rights Plan.
- 37.3. For the purposes of effecting an exchange of Rights for ordinary shares or preferred shares in the share capital of the Company (an "Exchange"), the Directors may:
- 37.3.1. resolve to capitalise an amount standing to the credit of the reserves of the Company (including, but not limited to, the share premium account, capital

redemption reserve, any undenominated capital and profit and loss account), whether or not available for distribution, being an amount equal to the nominal value of the ordinary shares or preferred shares which are to be exchanged for the Rights; and

37.3.2. apply that sum in paying up in full ordinary shares or preferred shares and allot such shares, credited as fully paid, to those holders of Rights who are entitled to them under an Exchange effected pursuant to the terms of a Rights Plan.

37.4. The duties of the Directors to the Company under applicable law, including, but not limited to, the Act and common law, are hereby deemed amended and modified such that the adoption of a Rights Plan and any actions taken thereunder by the Directors (if so approved by the Directors) shall be deemed to constitute an action in the best interests of the Company in all circumstances, and any such action shall be deemed to be immediately confirmed, approved and ratified.

WINDING UP

38. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said shares held by them respectively; provided that this Article shall not affect the rights of the holders of shares issued upon special terms and conditions.

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39. Distribution In Specie

If the Company is wound up, the liquidator, with the sanction of a special resolution of the Company and any other sanction required by the Act, may divide among the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and, for such purpose, may value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator, with the like sanction, may vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as, with the like sanction, he determines, but so that no member shall be compelled to accept any assets upon which there is a liability.

40. Sale by a Liquidator

In case of a sale by the liquidator under section 601 of the Act, the liquidator may by the contract of sale agree so as to bind all the members for the allotment to the members direct of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or shares not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting members conferred by the said section.

The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

INDEMNITY

41. Indemnity

- 41.1. Subject to the provisions of the Act, every director, managing director, chief executive officer, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him:
- 41.2. in defending any proceedings, whether civil or criminal, in relation to his acts or omissions while acting in such office, in which judgment is given in his favour or in which he is acquitted; or
- 41.3. in connection with any proceedings or application referred to in, or under, Sections 233 or 234 of the Act in which relief is granted to him by the court.

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We, the body corporate whose name and address is subscribed, wish to be formed into a company in pursuance of this Constitution, and we agree to take the number of shares in the capital of the company set opposite our name

Names, Addresses and Descriptions of Subscriber

Number of Shares taken by the Subscriber

One (1)



For and on behalf of

Goodbody subscriber one

IFSC
North Wall Quay
Dublin 1
Dublin

Body Corporate

Total Shares Taken:

One (1)

Signature in writing of the above subscriber, attested by witness as provided for below

Dated the 24 day of June 2022

Witness to the above Signature:

Signature: /s/ Emma-Louise Nolan
Name: Emma-Louise Nolan
Address: 25-28 North wall Quay
IFSC
Dublin 1

BRERA HOLDINGS PLC
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS – JUNE 14, 2025 AT 10:00AM EASTERN TIME

CONTROL ID:
REQUEST ID:

The undersigned, a shareholder of Brera Holdings PLC (the “Company”), does hereby appoint and authorize Daniel Joseph McClory with the full power of substitution, to represent the undersigned and vote all of the Class A Ordinary Shares or Class B Ordinary Shares of the Company held of record as of the close of business on May 21, 2025 with all of the powers that the undersigned would possess if personally present, at the virtual Extraordinary General Meeting of Shareholders of the Company at 10:00 a.m. Eastern Daylight Time on June 14, 2025, online at: <https://agm.issuereirect.com/brea-egm-2025>, or at any postponement or adjournment thereof. The undersigned hereby revokes all proxies previously given.

(CONTINUED AND TO BE SIGNED ON REVERSE SIDE)

VOTING INSTRUCTIONS

If you vote by phone, fax or internet, please DO NOT mail your proxy card.



MAIL: Please mark, sign, date, and return this Proxy Card promptly using the enclosed envelope.



FAX: Complete the reverse portion of this Proxy Card and Fax to +1-202-521-3464.



INTERNET: <https://www.iproxydirect.com/brea>



PHONE: +1-866-752-VOTE(8683)

Please ensure you fold then detach and retain this portion of this Proxy

EXTRAORDINARY GENERAL MEETING OF THE SHAREHOLDERS OF
BRERA HOLDINGS PLC

PLEASE COMPLETE, DATE, SIGN AND RETURN PROMPTLY IN THE ENCLOSED
ENVELOPE
PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE: X

PROXY SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

Proposal 1	→	FOR	WITHHOLD	ABSTAIN
To approve a 1-for-10 reverse share split of the Company’s ordinary shares, wherein the 50,000,000 Class A Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 5,000,000 Class A Ordinary Shares of nominal value \$0.05 each and the 250,000,000 Class B Ordinary Shares of nominal value \$0.005 each will be consolidated on a 1-for-10 basis into 25,000,000 Class B Ordinary Shares of nominal value \$0.05 each, to be effective as of 5:00 p.m. on June 25, 2025 (the “Reverse Share Split”).				
		☐	☐	☐
CONTROL ID: REQUEST ID:				
Proposal 2	→	FOR	AGAINST	ABSTAIN
To approve and adopt a new constitution of the Company in order to give effect to the Reverse Share Split.				
		☐	☐	☐

MARK “X” HERE IF YOU PLAN TO ATTEND THE MEETING: ☐

MARK HERE FOR ADDRESS CHANGE ☐ New Address (if applicable):

THE BOARD OF DIRECTORS RECOMMENDS VOTING "FOR"
PROPOSALS 1 AND 2.

IMPORTANT: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signer is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

Dated: _____, 2025

(Print Name of Stockholder and/or Joint Tenant)

(Signature of Stockholder)

(Second Signature if held jointly)
