COMPANIES REGISTRATION OFFICE
AN OIFIG UM CHLÁRÚ CUIDEACHTA

Gazette

ISSUE ID: 0000/2023/J/13
CROSS BORDER MERGER GAZETTE
21 June 2023

CROSS BORDER MERGER SUBMISSIONS RECEIVED BETWEEN 14-JUN-23 AND 20-JUN-23

Company Number	Company Name	Document	Date of Receipt	Company Number	Company Name	Document	Date of Receipt
725874	Autodesk Global Holdings Limited	CBM1	15/6/2023				

European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023

Notice is hereby given that in accordance with Regulation 33 of the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023, which gives effect to Directive (EU) 2017/1132 and Directive (EU) 2019/2121, and for the purpose of giving further effect to Article 8 of Directive 2008/104/EC, notice was received by the Registrar of Companies on 15 June 2023 of a proposed merger between the following companies:

Autodesk Global Holdings Limited (registered in Ireland company number 725874) and

Autodesk Development B.V.

Registered in the Trade Register of the Dutch Chamber of Commerce (company number 24261303)

The Form CBM1, which contains the details required by Regulation 33(1)(c), is set out below.

The Common Draft Terms of the proposed merger and the notice to the members, creditors and employees can be obtained from the Registrar of Companies at CORE (cro.ie)

The Common Draft Terms of the proposed merger and the notice to the members, creditors and employees are available for inspection on business days at the registered office of Autodesk Global Holdings Limited, 2nd Floor, 1 Windmill Lane, Dublin 2, Ireland

Registrar of Companies

CBM1 Notice of Proposed Cross Border Merger

Regulation 33(1) of the European Communities (Cross-Border Conversions, Mergers and Divisions) Regulations 2023

Submission Reference Number
SR1807411

Company Details	
Company Number	**725874**
Company Name	**AUTODESK GLOBAL HOLDINGS LIMITED**
Type of Merger	

Proposed successor company details	
Irish Company	
Company Name	Autodesk Global Holdings Limited
Company Number	725874
Legal form	Private Company Limited by Shares
Address	2nd Floor, 1 Windmill Lane, Dublin 2, Ireland

Merging Company Details	
Merging Company Type	EEA company details
Company Name	Autodesk Development B.V.
Company Number	24261303
Legal form	Private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)
Address	Evert van de Beekstraat 1, Unit 104, 1118 CL Schiphol, the Netherlands
Register where documents are filed	The Trade Register of the Dutch Chamber of Commerce

Submission Attachments	
Type	**Description**
Common Draft Terms and Notice	Common draft terms
Notice to Employees, Creditors and Members	Notice to employees, creditors and members
Additional Particulars Details - Rights of Employees, Creditors and Members CBM1	Indication of arrangements

Additional Particulars Details - Rights of Employees, Creditors and Members CBM1	Indication of arrangements for merging company

Verification Details	
Signature Method	
Signature Type	
Person Name	

Presenter Details	
Presenter Name	Matheson LLP(Matheson LLP)
Presenter Address	70 SIR JOHN ROGERSON'S QUAY, DUBLIN 2, Dublin 2, Ireland, D02R296
Presenter Email	matheson@matheson.com
Presenter Fax Number	012323333_____
Presenter Telephone Number	012322000_____

Please upload details indicating the arrangements for the exercise of the rights of employees, creditors, and members:	Pursuant to Regulation 35 of the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (S.I. No. 233 of 2023) (the "**Irish Regulations**"), the common draft terms of the merger (the "**CDT**") shall be approved by a special resolution of the sole shareholder of the Company (the "**Shareholder**") (the "**Resolution**") passed not earlier than 30 days after the date of publication of the notice referred to in Regulation 33(6) of the Irish Regulations. Regulation 37 (Protection of Minority Shareholders) of the Irish Regulations does not apply as the Company does not have any minority shareholders. As regards Regulation 38 (Protection of Creditors) of the Irish Regulations, the Company does not have any actual creditors but does have contingent liabilities to a limited number of service providers. No additional safeguards are offered in the CDT to creditors of the Company. Any creditor, who is dissatisfied with the safeguards offered to creditors in the CDT and who can credibly demonstrate that, due to the merger, satisfaction of their claim is at stake, may apply to the High Court for adequate safeguards pursuant to Regulation 38(1) of the Irish Regulations. Such an application must be made within three months of the delivery to the Registrar under Regulation 33(1). Full information on the arrangements made for the exercise of the rights of creditors, employees and minority shareholders, if any, of the Company or Autodesk Development B.V. (the "**Merging Company**") may be obtained, free of charge, from the relevant registered office of the Company or the Merging Company, as detailed in this form. Applications for this information should be made in respect of the Company to 2nd Floor, 1 Windmill Lane, Dublin 2, Ireland. The Shareholder, employees and / or creditors (if any) shall be permitted to inspect, the relevant merger documents, including the CDT, at the registered office of the Company and the Merging Company. The notice required to be delivered to the Registrar under Regulation 33(1)(b) of the Irish Regulations informing the members, creditors and employees' representatives (if applicable) of their right to submit any comments concerning the CDT within the time period prescribed by Regulation 33(1)(b) of the Irish Regulations is enclosed with this CRO Form CBM1 (the "**Notice**").

Please upload details indicating the arrangements for the exercise of the rights of employees, creditors, and members:	The rights and obligations of the creditors of the Merging Company will transfer to the Company pursuant to the Irish Regulations and Dutch Civil Code. The creditors of the Merging Company may exercise their rights under the Dutch Civil Code. Pursuant to the Dutch Civil Code, the CDT shall be approved by a resolution of the shareholder of the Merging Company passed not less than one (1) month after the CDT have been filed with the Trade Register of the Chamber of Commerce. The Merging Company does not have any minority shareholder. Full information on the arrangements made for the exercise of the rights of creditors, employees and minority shareholders, if any, of the Merging Company or the Company may be obtained, free of charge, from the relevant registered office of the Merging Company or the Company, as detailed in this form. Applications for this information should be made in respect of the Merging Company to Evert van de Beekstraat 1, Unit 104, 1118 CL Schiphol, the Netherlands. The shareholder, employees (if any) and the creditors of the Merging Company shall be permitted to inspect the relevant merger documents, including the CDT, at the registered offices of the Company and the Merging Company.

GEMEENSCHAPPELIJK VOORSTEL TOT GRENSOVERSCHRIJDENDE FUSIE TUSSEN AUTODESK GLOBAL HOLDINGS LIMITED EN AUTODESK DEVELOPMENT B.V.

(het "**Fusievoorstel**")

COMMON DRAFT TERMS OF CROSS-BORDER MERGER BETWEEN AUTODESK GLOBAL HOLDINGS LIMITED AND AUTODESK DEVELOPMENT B.V.

(the "**Merger Plan**")

DE ONDERGETEKENDEN:

Het bestuur van **Autodesk Global Holdings Limited**, een besloten vennootschap met beperkte aansprakelijkheid naar het recht van Ierland, kantoorhoudende te 1 Windmill Lane, Dublin 2, Ierland, en ingeschreven bij de *Companies Registration Office* ("**CRO**") onder nummer 725874 (de "**Verkrijgende Vennootschap**"); en

THE UNDERSIGNED:

The board of directors of **Autodesk Global Holdings Limited**, a private company limited by shares, incorporated under the laws of Ireland, having its registered office address at 1 Windmill Lane, Dublin 2, Ireland and registered with the Irish Companies Registration Office ("**CRO**") under number 725874 (the "**Acquiring Company**"); and

alle leden van het bestuur van **Autodesk Development B.V.**, een besloten vennootschap met beperkte aansprakelijkheid naar Nederlands recht, statutair gevestigd te Capelle aan den IJssel, Nederland, kantoorhoudende te Evert van de Beekstraat 1, Unit 104, 1118 CL Schiphol, Nederland en ingeschreven in het Handelsregister van de Kamer van Koophandel onder nummer 24261303 (de "**Verdwijnende Vennootschap**").

all members of the board of managing directors of **Autodesk Development B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its registered office in Capelle aan den IJssel, the Netherlands, with office address at Evert van de Beekstraat 1, Unit 104, 1118 CL Schiphol, the Netherlands and registered with the Trade Register of the Chamber of Commerce under number 24261303 (the "**Disappearing Company**").

De Verkrijgende Vennootschap en de Verdwijnende Vennootschap tezamen ook te noemen de "**Vennootschappen**".

The Acquiring Company and the Disappearing Company jointly also referred to as the "**Companies**".

IN AANMERKING NEMENDE:

1. De Vennootschappen wensen een grensoverschrijdende juridische fusie aan te gaan overeenkomstig de voorschriften van Nederlands recht en Iers recht, gebaseerd op Richtlijn (EU) 2017/1132 van het Europees Parlement en van de Raad van 14 juni 2017, zoals gewijzigd bij Richtlijn (EU) 2019/2121 van het Europees Parlement en de Raad van 27 november 2019 tot wijziging van Richtlijn (EU) 2017/1132 aangaande grensoverschrijdende omzettingen, fusies en splitsingen en, in het bijzonder de bepalingen van Boek 2, Titel 7 Burgerlijk Wetboek betreffende fusies in het algemeen (Afdelingen 1, 2 en 3) en grensoverschrijdende fusies in het bijzonder (Afdeling 3A) (de "**Nederlandse Wetgeving**"); en de bepalingen van de *European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (S.I. No. 233 of 2023)* (de "**Ierse Wetgeving**"), waarbij de Verkrijgende Vennootschap het gehele vermogen van de Verdwijnende Vennootschap onder algemene titel verkrijgt en de Verdwijnende Vennootschap ophoudt te bestaan zonder in liquidatie te gaan (de "**Fusie**") op het Ingangsmoment (zoals gedefinieerd onder 8.), zulks in overeenstemming met de Richtlijn, de Nederlandse Wetgeving en de Ierse Wetgeving. Alle activa en passiva van de Verdwijnende Vennootschap gaan van rechtswege over op en zullen worden overgenomen door de Verkrijgende

WHEREAS:

1. The Companies wish to conclude a cross-border legal merger in accordance with the provisions of Dutch law and Irish law, based on Directive (EU) 2017 / 1132 of the European Parliament and of the Council of 14 June 2017 as amended by Directive (EU) 2019/2121 of the European Parliament and of the Council of 27 November 2019 amending Directive (EU) 2017/1132 as regards cross-border conversions, mergers and divisions and, in particular the provisions of Book 2, Title 7 of the Dutch Civil Code concerning mergers in general (Sections 1, 2 and 3), and cross-border mergers in particular (Section 3A) (the "**Dutch Regulations**"); and the provisions of the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (S.I. No. 233 of 2023) (the "**Irish Regulations**"), by which the Acquiring Company acquires all assets and liabilities of the Disappearing Company by universal title and the Disappearing Company ceases to exist without going into liquidation (the "**Merger**"), in accordance with the Dutch Regulations and the Irish Regulations, at the Effective Time (as defined at section 8). All the assets and liabilities of the Disappearing Company shall transfer to, and be acquired and assumed by, the Acquiring Company by operation of law in accordance with the Dutch Regulations and the Irish Regulations, at the Effective Time (as defined at section 8). All other rights and obligations of the Disappearing Company shall pass from the Disappearing

Vennootschap op het Ingangsmoment (zoals gedefinieerd onder 8.), zulks in overeenstemming met de Richtlijn, de Nederlandse Wetgeving en de Ierse Wetgeving. Alle andere rechten en verplichtingen van de Verdwijnende Vennootschap gaan bij de voltooiing van de fusie over van de Verdwijnende Vennootschap op de Verkrijgende Vennootschap.

Company to the Acquiring Company at the Effective Time (as defined at section 8), under the Dutch Regulations and the Irish Regulations.

2. De Verkrijgende Vennootschap en de Verdwijnende Vennootschap zullen al die andere handelingen, akten, documenten en zaken verrichten, ondertekenen of laten verrichten die nodig of wenselijk zijn met betrekking tot de Fusie en de overdracht van de activa en passiva van de Verdwijnende Vennootschap aan de Verkrijgende Vennootschap overeenkomstig dit Fusievoorstel.

2. The Acquiring Company and the Disappearing Company shall do, sign or execute, or procure to be done, signed or executed all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the assets and liabilities of the Disappearing Company to the Acquiring Company pursuant to this Merger Plan.

3. De vereenvoudigde procedure als bedoeld in artikel 2:333 Burgerlijk Wetboek en de bepalingen van regeling 47 van de Ierse Wetgeving is niet van toepassing op de Fusie aangezien het gaat om een verkrijgende fusie vanuit een Iers perspectief, en aangezien de Verkrijgende Vennootschap overeenkomstig het bepaalde onder p. aandelen in haar kapitaal zal toekennen aan de Aandeelhouder (zoals hieronder gedefinieerd).

3. The simplified procedure as referred to in article 2:333 of the Dutch Regulations and the provisions in regulation 47 of the Irish Regulations do not apply to the Merger as it is a merger by acquisition from an Irish perspective, and the Acquiring Company shall, in accordance with the provisions under p., allot shares in its share capital to the Shareholder (as defined below).

4. De aandelen in het kapitaal van de Verkrijgende Vennootschap zijn volledig volgestort. De aandelen in het kapitaal van de

4. All shares in the capital of the Acquiring Company have been fully paid up. The shares in the capital of the Disappearing Company

Verdwijnende Vennootschap zijn niet volledig volgestort. Op de aandelen in het kapitaal van de Vennootschappen is geen pandrecht gevestigd.

have not been fully paid up. The shares in the capital of the Companies have not been pledged.

5. Geen van de Vennootschappen is ontbonden, verkeert in staat van faillissement of is onderwerp van een faillissementsprocedure en aan geen van de Vennootschappen is surséance van betaling verleend.

5. The Companies have not been dissolved, declared bankrupt, subject to any insolvency procedure or granted a suspension of payments.

6. Het boekjaar van de Vennootschappen vangt aan op één februari van enig jaar en eindigt op eenendertig januari van het daaropvolgende jaar.

6. The financial year of the Companies commences on the first day of February of any given year and ends on the thirty-first day of January of the subsequent year.

7. De statuten van de Vennootschappen bevatten geen bepalingen omtrent goedkeuring van het besluit van het bestuur tot het doen van het voorstel tot Fusie.

7. The articles of association / constitution of the Companies do not include any provisions regarding the approval of the resolution of the board of managing directors / board of directors to propose the Merger.

8. De Fusie zal naar verwacht op 31 juli 2023 om 00.00 A.M. G.M.T. worden afgerond, of op een ander tijdstip en een andere datum die de Vennootschappen kunnen overeenkomen behoudens de goedkeuring van het Ierse Hooggerechtshof (het "**Ingangsmoment**").

8. The Merger is proposed to take effect on 31 July 2023 at 00:00 A.M. G.M.T., or at such other time and date as the Companies may agree subject to the approval of the Irish High Court (the "**Effective Time**").

9. De huidige enige aandeelhouder van de Vennootschappen is Autodesk (EMEA) Sàrl (de "**Aandeelhouder**"), een vennootschap naar Zwitsers recht. Onmiddellijk voor het Ingangsmoment zal de Aandeelhouder de enig aandeelhouder zijn van de Verdwijnende Vennootschap. Op het

9. The current sole shareholder of the Companies is Autodesk (EMEA) Sàrl (the "**Shareholder**"), a company organized and existing under the laws of Switzerland. Immediately before the Effective Time, the sole shareholder of the Disappearing Company will be the Shareholder. At the

Ingangsmoment zal de Aandeelhouder de enig aandeelhouder van de Verkrijgende Vennootschap zijn.

Effective Time, the sole shareholder of the Acquiring Company will be the Shareholder.

10. De goedkeuring van dit Fusievoorstel door de aandeelhouder van de Verkrijgende Vennootschap op het Ingangsmoment, zijnde de Aandeelhouder, is vereist overeenkomstig regeling 35 van de Ierse Wetgeving, aangezien de Fusie zal worden uitgevoerd als een Fusie door overname overeenkomstig de Ierse Wetgeving. Overeenkomstig regeling 35 van de Ierse Wetgeving wordt voorgesteld dat de Aandeelhouder een bijzonder besluit neemt om dit Fusievoorstel goed te keuren (het "**Besluit van de Verkrijgende Vennootschap**").

10. The approval of this Merger Plan by the Effective Time by the shareholder of the Acquiring Company, being the Shareholder, is required pursuant to regulation 35 of the Irish Regulations, as the Merger will be effected as a merger by acquisition in accordance with the Irish Regulations. In accordance with regulation 35 of the Irish Regulations, it is proposed that a special resolution will be passed by the Shareholder to approve this Merger Plan (the "**Shareholder Resolution**").

11. Bij geen van de Vennootschappen is een raad van commissarissen of ander toezichthoudend orgaan ingesteld, als gevolg waarvan de vereisten van goedkeuring en medeondertekening van dit Fusievoorstel door de commissarissen niet van toepassing zijn.

11. No supervisory board or any other supervisory body is installed at any of the Companies as a consequence of which the requirements for approval and co-signing of this Merger Plan by the supervisory directors do not apply.

STELLEN HIERBIJ HET NAVOLGENDE GEMEENSCHAPPELIJK VOORSTEL TOT GRENSOVERSCHRIJDENDE FUSIE OP:

HEREBY DRAW UP THE FOLLOWING COMMON DRAFT TERMS OF CROSS-BORDER MERGER:

a. Gegevens van de Vennootschappen

De Verkrijgende Vennootschap is genaamd **Autodesk Global Holdings Limited**. De rechtsvorm van de Verkrijgende Vennootschap is een besloten vennootschap met beperkte aansprakelijkheid opgericht

a. Details of the Companies

The Acquiring Company is named **Autodesk Global Holdings Limited**. The legal form of the Acquiring Company is a private company limited by shares incorporated under the laws of Ireland. The Acquiring Company has its

naar het recht van Ierland. De Verkrijgende Vennootschap heeft haar adres te 1 Windmill Lane, Dublin 2, Ierland.

De Verdwijnende Vennootschap is genaamd **Autodesk Development B.V.** De rechtsvorm van de Verdwijnende Vennootschap is een besloten vennootschap met beperkte aansprakelijkheid naar het recht van Nederland. De Verdwijnende Vennootschap heeft haar statutaire zetel in Capelle aan den IJssel, Nederland.

b. Statuten van de Verkrijgende Vennootschap

De statuten van de Verkrijgende Vennootschap zoals die luiden op de datum van dit Fusievoorstel, zijn aan dit Fusievoorstel gehecht als Bijlage I.

De statuten van de Verkrijgende Vennootschap zullen in het kader van de Fusie niet worden gewijzigd.

c. Toekenning van rechten en vergoedingen ten laste van de Verkrijgende Vennootschap

Er zijn geen andere personen dan de Aandeelhouder die een bijzonder recht jegens de Verdwijnende Vennootschap hebben als bedoeld in artikel 2:320 Burgerlijk Wetboek en regeling 28(2)(g) van de Ierse Wetgeving, zoals een recht op uitkering van winst of het recht tot het nemen van aandelen. Derhalve behoeven in het kader van de Fusie geen rechten of vergoedingen ten laste van de Verkrijgende Vennootschap te worden toegekend aan dergelijke personen.

registered office address at 1 Windmill Lane, Dublin 2, Ireland.

The Disappearing Company is named **Autodesk Development B.V.** The legal form of the Disappearing Company is a private company with limited liability organized, established and existing under the laws of the Netherlands. The Disappearing Company has its corporate seat in Capelle aan den IJssel, the Netherlands.

b. Constitution of the Acquiring Company

The constitution of the Acquiring Company as at the date of this Merger Plan is attached to this Merger Plan as Schedule I.

The constitution of the Acquiring Company will not be amended as part of the Merger.

c. Allocation of rights and compensation chargeable to the Acquiring Company

There are no persons other than the Shareholder, who have a special right with respect to the Disappearing Company as referred to in article 2:320 of the Dutch Regulations and regulation 28(2)(g) of the Irish Regulations, such as a right to profit distributions or the right to subscribe for shares. Therefore, no rights or compensation chargeable to the Acquiring Company need to be granted to such persons as part of the Merger.

d. Toekenning van voordelen aan bestuurders of andere personen

Er zullen in het kader van de Fusie geen speciale voordelen of bedragen worden toegekend of gegeven aan bestuurders van één van de Vennootschappen of aan andere bij de Fusie betrokken personen.

d. Grant of special advantages to managing directors, directors or other persons

No special advantages, amounts or benefits will be granted, paid or given or are intended to be granted, paid or given to any directors of the Companies as part of the Merger or to any other person involved in the Merger.

e. Samenstelling van het bestuur

De Vennootschappen zijn niet voornemens de samenstelling van het bestuur van de Verkrijgende Vennootschap te wijzigen in het kader van de Fusie.

e. Composition of the board of directors

The Companies do not intend to change the composition of the board of directors of the Acquiring Company as part of the Merger.

f. Verantwoording van de financiële gegevens van de Verdwijnende Vennootschap

De financiële gegevens van de Verdwijnende Vennootschap zullen vanaf het Ingangsmoment in de jaarrekening van de Verkrijgende Vennootschap worden verantwoordt.

Alle activa en passiva van de Verdwijnende Vennootschap worden met ingang van het Ingangsmoment boekhoudkundig behandeld als die van de Verkrijgende Vennootschap, en derhalve worden de transacties van de Verdwijnende Vennootschap vanaf het Ingangsmoment behandeld als die van de Verkrijgende Vennootschap.

f. Accounting for the financial data of the Disappearing Company

The financial data of the Disappearing Company will be accounted for in the annual accounts of the Acquiring Company at the Effective Time.

All of the assets and liabilities of the Disappearing Company shall for accounting purposes be treated as those of the Acquiring Company with effect from the Effective Time, and therefore the transactions of the Disappearing Company shall be treated as those of the Acquiring Company from the Effective Time.

g. Maatregelen in verband met de overgang van het aandeelhouderschap van de Verdwijnende Vennootschap

Ten gevolge van de Fusie en op het

g. Measures in connection with the transmission of the shareholding of the Disappearing Company

As a result of the Merger and at the Effective

Ingangsmoment, zullen alle 162 aandelen, met een nominale waarde van EUR 450,00 elk, in het kapitaal van de Verdwijnende Vennootschap van rechtswege vervallen.

Time, all 162 shares, with a nominal value of EUR 450.00 each, in the capital of the Disappearing Company will be cancelled by operation of law.

Als gevolg van de Fusie, en op het Ingangsmoment, zal de Verkrijgende Vennootschap krachtens de onder p. omschreven ruilverhouding honderd éénenzestig (161) gewone aandelen van één Amerikaanse dollar (USD 1,00) in haar kapitaal (de "**Tegenprestatie Aandelen**") toekennen aan de Aandeelhouder.

As a result of the Merger and at the Effective Time, pursuant to the exchange ratio described under p., the Acquiring Company will allot one hundred and sixty one (161) ordinary shares of one United States Dollar (USD 1.00) each in its capital (the "**Consideration Shares**") to the Shareholder.

De aan de Tegenprestatie Aandelen verbonden rechten zijn in alle opzichten dezelfde als die welke verbonden zijn aan de aandelen van de Verkrijgende Vennootschap die door de Aandeelhouder zullen worden gehouden. Aan de Tegenprestatie Aandelen zijn geen bijzondere rechten of beperkingen verbonden, noch worden er maatregelen voorgesteld met betrekking tot dergelijke bijzondere rechten of beperkingen. Er zijn geen effecten in omloop in de Verkrijgende Vennootschap.

The rights attaching to the Consideration Shares shall be the same in all respects as those attaching to the shares of the Acquiring Company that will be held by the Shareholder before the Effective Time. The Consideration Shares shall have no special rights or restrictions attached to it, nor are any measures proposed concerning any such special rights or restrictions. There are no securities in issue in the Acquiring Company.

De Aandeelhouder zal deelnemen in de winst van de Verkrijgende Vennootschap en zal vanaf het Ingangsmoment recht hebben op dividenden met betrekking tot de Tegenprestatie Aandelen. Er zijn geen speciale regels of voorwaarden met betrekking tot dit recht.

The Shareholder will participate in the Acquiring Company's profits and will be entitled to receive dividends in respect of the Consideration Shares from the Effective Time. There are no special rules or conditions in relation to this entitlement.

h. <u>Voornemens omtrent voortzetting of</u>

h. <u>Intentions regarding the continuation or</u>

beëindiging van de werkzaamheden van de Vennootschappen

De Vennootschappen zijn voornemens dat de Verkrijgende Vennootschap de werkzaamheden van de Verdwijnende Vennootschap voort zal zetten.

termination of the activities of the Companies

The Companies intend that the Acquiring Company shall continue the activities of the Disappearing Company.

i. Goedkeuring van de besluiten tot het aangaan van de Fusie

De statuten van de Verdwijnende Vennootschap bevatten geen bepalingen omtrent goedkeuring van het besluit tot het aangaan van de Fusie als bedoeld in artikel 2:312 lid 2 sub i Burgerlijk Wetboek.

Overeenkomstig regeling 35 van de Ierse Wetgeving wordt voorgesteld het Besluit van de Verkrijgende Vennootschap tot goedkeuring van de Fusie aan te nemen.

Dit Fusievoorstel is goedgekeurd door het bestuur van de Verkrijgende Vennootschap en het bestuur van de Verdwijnende Vennootschap.

i. Approval of the resolutions to conclude the Merger

The articles of association of the Disappearing Company does not include any provisions regarding the approval of the resolutions to conclude the Merger as referred to in article 2:312 paragraph 2 under the Dutch Regulations.

In accordance with regulation 35 of the Irish Regulations, it is proposed that the Shareholder Resolution be passed approving the Merger.

This Merger Plan has been approved by the board of directors of the Acquiring Company and the board of managing directors of the Disappearing Company.

j. Invloed van de Fusie op de grootte van de goodwill en de uitkeerbare reserves

De Fusie zal geen invloed hebben op de grootte van de goodwill en geen invloed hebben op de uitkeerbare reserves van de Verkrijgende Vennootschap.

j. Effect of the Merger on the size of the goodwill and the distributable reserves

The Merger will have no effect on the size of the goodwill and will have no effect on the distributable reserves of the Acquiring Company.

k. Waarschijnlijke gevolgen van de Fusie voor de werkgelegenheid

k. Likely repercussions of the Merger on employment

Neither the Disappearing Company nor the

Zowel de Verdwijnende Vennootschap als de Verkrijgende Vennootschap hebben geen werknemers of uitzendkrachten op wie de *Protection of Employees (Temporary Agency Work) Act 2012* van toepassing is ("**Uitzendkrachten**") op de datum van dit Fusievoorstel, noch wordt verwacht dat zij werknemers of Uitzendkrachten zullen hebben op het Ingangsmoment. De Fusie zal daarom geen gevolgen hebben voor de werkgelegenheid.

Acquiring Company have any employees or agency workers to whom the Protection of Employees (Temporary Agency Work) Act 2012 applies ("**Agency Workers**") at the date of this Merger Plan nor is it anticipated that they will they have any employees or Agency Workers at the Effective Time. As a result, the Merger will not have any repercussions on employment.

De Verkrijgende Vennootschap heeft geen dochtervennootschappen op de datum van dit Fusievoorstel, noch wordt verwacht dat zij die zal hebben op het moment onmiddellijk voorafgaand aan het Ingangsmoment.

The Acquiring Company has no subsidiaries at the date of this Merger Plan nor is it anticipated that it will it have any such subsidiaries immediately prior to the Effective Time.

l. <u>Medezeggenschapstelsel voor werknemers</u>

Aangezien de Vennootschappen geen werknemers hebben, is bij geen van de Vennootschappen een medezeggenschapstelsel voor werknemers van kracht inhoudende dat de werknemers en/of hun vertegenwoordigingsorgaan en/of hun vertegenwoordigers het recht hebben tot verkiezing of benoeming van een aantal leden van het bestuur, of het recht tot het doen van een aanbeveling of het maken van bezwaar ter zake van de benoeming van een aantal leden van het bestuur.

l. <u>Employee participation system</u>

As the Companies have no employees, neither of the Companies has an employee participation system in force to the effect that the employees and/or their representative body and/or their representatives have the right to elect or appoint a number of members of the board of managing directors / board of directors, or the right to recommend or oppose the appointment of a number of members of the board of managing directors / board of directors.

m. <u>Informatie over de waardering van de activa en passiva die zullen overgaan op de Verkrijgende Vennootschap</u>

De waardering van de activa en passiva van

m. <u>Information on the valuation of the assets and liabilities that will transfer to the Acquiring Company</u>

The valuation of the assets and liabilities of

de Verdwijnende Vennootschap geschiedde op basis van de boekwaarde met betrekking tot boekhoudkundige doeleinden.

the Disappearing Company was made at book value for accounting purposes.

n. Laatst vastgestelde jaarrekening of tussentijdse vermogensopstelling

Voor het opstellen van dit Fusievoorstel en het vaststellen van de voorwaarden voor de Fusie heeft de Verkrijgende Vennootschap gebruik gemaakt van tussentijdse vermogensopstelling per 31 maart 2023 (de "**AGHL Tussentijdse Vermogensopstelling**"), waarvan een kopie aan dit Fusievoorstel als Bijlage II is gehecht, en heeft de Verdwijnende Vennootschap gebruik gemaakt van een tussentijdse vermogensopstelling per 31 maart 2023 (de "**ADBV Tussentijdse Vermogensopstelling**"), waarvan een kopie aan dit Fusievoorstel als Bijlage III is gehecht.

n. Latest adopted annual accounts or interim accounts

For the purpose of preparing this Merger Plan and establishing the conditions for the Merger, the Acquiring Company has used an interim statement of assets and liabilities as of 31 March 2023 (the "**AGHL Interim Accounts**"), a copy of which is attached to this Merger Plan at Schedule II, and the Disappearing Company has used an interim statement of assets and liabilities as of 31 March 2023 (the "**ADBV Interim Accounts**"), a copy of which is attached to this Merger Plan at Schedule III.

o. Schadeloosstelling van minderheidsaandeelhouders

Omdat de Aandeelhouder enig aandeelhouder is van de Verdwijnende Vennootschap, heeft de Verdwijnende Vennootschap geen minderheidsaandeelhouders die recht hebben op een schadeloosstelling als bedoeld in regeling 37 van de Ierse Wetgeving, en zal die ook niet hebben op het Ingangsmoment.

o. Compensation of minority shareholders

Since the Shareholder is the sole shareholder of the Disappearing Company, the Disappearing Company does not have any minority shareholders, and will not have any minority shareholders at the Effective Time, entitled to compensation as referred to in regulation 37 of the Irish Regulations.

p. Ruilverhouding

De ruilverhouding van de aandelen is zodanig dat voor de honderd tweeënzestig

p. Exchange ratio

The exchange ratio of the shares is such that for the one hundred and sixty two (162)

(162) aandelen, met een nominale waarde van EUR 450,00 elk, in het kapitaal van de Verdwijnende Vennootschap, de Tegenprestatie Aandelen worden toegekend aan de Aandeelhouder op het Ingangsmoment, zulks overeenkomstig met de Nederlandse Wetgeving en de Ierse Wetgeving. Krachtens de ruilverhouding zal er geen betaling worden gedaan. De Vennootschappen zijn overeengekomen dat de aandelenruilverhouding één (1) aandeel in de Verkrijgende Vennootschap voor één en één zesduizendste (1,006) aandeel in de Verdwijnende Vennootschap is. Overeenkomstig de ruilverhouding zal geen betaling, in contanten of anderszins, worden verricht voor de Tegenprestatie Aandelen.

shares, with a nominal value of EUR 450.00 each, in the capital of the Disappearing Company, the Consideration Shares will be allotted to the Shareholder, pursuant to the Dutch Regulations and Irish Regulations, at the Effective Time. The Companies have agreed that the share exchange ratio should be one (1) share in the Acquiring Company for one and six thousandths (1.006) shares in the Disappearing Company. No payment in the form of cash or otherwise, will be made pursuant to the exchange ratio for the Consideration Shares.

q. <u>Winst</u>

De enig aandeelhouder van de Verdwijnende Vennootschap, zijnde de Aandeelhouder, zal met ingang van het Ingangsmoment ten volle deelnemen in de winst van de Verkrijgende Vennootschap met betrekking tot de Tegenprestatie Aandelen.

q. <u>Profits</u>

The sole shareholder of the Disappearing Company, being the Shareholder, will participate in the profits of the Acquiring Company in full in respect of the Consideration Shares with effect from the Effective Time.

r. <u>Intrekking aandelen Verkrijgende Vennootschap</u>

De Verkrijgende Vennootschap zal in verband met de Fusie geen aandelen in haar kapitaal intrekken.

r. <u>Cancellation of shares of the Acquiring Company</u>

The Acquiring Company will not cancel any shares in its capital in connection with the Merger.

s. <u>Gevolgen voor stemrechtloze of winstrechtloze aandeelhouders</u>

De Verdwijnende Vennootschap heeft geen stemrechtloze of winstrechtloze aandelen

s. <u>Consequences for holders of non-voting shares or non-profit sharing shares</u>

The Disappearing Company has not issued any non-voting shares or non-profit sharing

uitgegeven. Derhalve is artikel 2:326 sub d, e en f Burgerlijk Wetboek niet van toepassing.

shares. Therefore, article 2:326 under d., e. and f. of the Dutch Regulations does not apply.

t. Overgang van dochterondernemingen

De Verkrijgende Vennootschap verkrijgt als gevolg van de Fusie alle activa en passiva van de Verdwijnende Vennootschap onder algemene titel, waaronder begrepen, maar niet beperkt tot, de aandelen in het kapitaal van de volgende dochterondernemingen van de Verdwijnende Vennootschap:

- Autodesk Ireland Operations Unlimited Company, een vennootschap opgericht naar het recht van Ierland;
- Autodesk Finance Holdings Limited, een vennootschap opgericht naar het recht van Ierland; en
- Autodesk Netherlands Holdings B.V., een besloten vennootschap met beperkte aansprakelijkheid naar het recht van Nederland.

t. Transmission of subsidiaries

As a result of the Merger and at the Effective Time, the Acquiring Company will acquire all assets and liabilities of the Disappearing Company by universal title, including but not limited to, the shares in the capital of the following subsidiaries of the Disappearing Company:

- Autodesk Ireland Operations Unlimited Company, a private unlimited company incorporated under the laws of Ireland;
- Autodesk Finance Holdings Limited, a private limited company incorporated under the laws of Ireland; and
- Autodesk Netherlands Holdings B.V., a private company with limited liability organized under the laws of the Netherlands.

u. Waarborgen voor schuldeisers

Er worden geen aanvullende waarborgen geboden aan schuldeisers van de Vennootschappen gezien het feit dat (i) dit Fusieplan erin voorziet dat alle activa en passiva van de Verdwijnende Vennootschap worden behandeld als die van de Verkrijgende Vennootschap met ingang van het Ingangsmoment, en (ii) de Verkrijgende Vennootschap onmiddellijk voorafgaand aan het Ingangsmoment geen materiële passiva zal hebben.

u. Safeguards offered to creditors

No additional safeguards are offered to creditors of the Companies having regard to the fact that: (i) this Merger Plan provides for all of the assets and liabilities of the Disappearing Company to be treated as those of the Acquiring Company with effect from the Effective Time; and (ii) the Acquiring Company will have no material liabilities immediately prior to the Effective Time.

PROCEDURE:

1. Toelichting

Het bestuur van de Verdwijnende Vennootschap zal een schriftelijke toelichting als bedoeld in artikel 2:313 Burgerlijk Wetboek opstellen, waarin de redenen voor de Fusie worden gegeven, met een uiteenzetting van de verwachte gevolgen voor de werkzaamheden van de Vennootschappen en een toelichting op de Fusie uit juridisch, economisch en sociaal oogpunt (de "**Verdwijnende Vennootschap Toelichting**").

Voor zover het de Verkrijgende Vennootschap betreft, is een toelichting van het bestuur niet vereist om de volgende redenen:

(i) De Aandeelhouder heeft ermee ingestemd af te zien van de vereiste van een paragraaf voor aandeelhouders in de toelichting van het bestuur van de Verkrijgende Vennootschap in overeenstemming met regeling 29(7) van de Ierse Wetgeving.

(ii) Een sectie voor werknemers in de toelichting van het bestuur van de Verkrijgende Vennootschap in overeenstemming met regeling 29(11) van de Ierse Wetgeving is niet vereist aangezien de Verkrijgende Vennootschap geen werknemers heeft (waaronder begrepen

PROCEDURE:

1. Merger Report

The board of managing directors of the Disappearing Company will draw up a written merger report as referred to in article 2:313 of the Dutch Regulations, in which the reasons for the Merger will be set out, including an explanation of the expected consequences for the activities of the Companies and comments on legal, economic and social aspects of the Merger (the "**Disappearing Company Merger Report**").

Insofar as the Acquiring Company is concerned, a directors' explanatory report is not required for the following reasons:

(i) The Shareholder has agreed to waive the requirement for a section for members in a directors' explanatory report of the Acquiring Company in accordance with regulation 29(7) of the Irish Regulations.

(ii) A section for employees in the directors' explanatory report of the Acquiring Company in accordance with regulation 29(11) of the Irish Regulations is not required as the Acquiring Company has no employees (including Agency Workers).

Uitzendkrachten).

2. Accountantsverklaring

Een accountant, benoemd door de Verdwijnende Vennootschap, heeft verklaard dat het eigen vermogen van de Verdwijnende Vennootschap op de dag van haar tussentijdse vermogensopstelling als bedoeld onder 4. ten minste overeenkwam met het totale nominale gestorte bedrag op de aandelen die aan de Aandeelhouder ten gevolge van de Fusie zullen worden toegekend.

2. Auditor's statement

An auditor appointed by the Disappearing Company has stated that, on the date of the Disappearing Company's interim balance sheet as referred to under 4., its net equity was at least equal to the aggregate nominal value paid on the shares to be allotted to the Shareholder as a result of the Merger.

3. Redelijkheid van en mededelingen omtrent de ruilverhouding

De Aandeelhouder heeft ingestemd met het achterwege laten van: (i) een boekhoudkundige verklaring van de Verkrijgende Vennootschap in overeenstemming met de vereisten van regeling 36(2) van de Ierse Wetgeving; (ii) de verklaring van de accountant of de voorgestelde ruilverhouding van de aandelen naar zijn oordeel redelijk is; (iii) het verslag van de accountant waarin de accountant een oordeel geeft over de mededelingen bedoeld in artikel 2:327 Burgerlijk Wetboek en regeling 30 van de Ierse Wetgeving.

3. Reasonableness of and notices regarding the exchange ratio

The Shareholder has consented to omit: (i) an accounting statement of the Acquiring Company in accordance with the requirements of regulation 36(2) of the Irish Regulations; (ii) the auditor's statement indicating whether, in the auditor's opinion, the proposed exchange ratio for the shares is reasonable; (iii) the auditor's report in which the auditor provides an opinion on the information referred to in article 2:327 of the Dutch Regulations and regulation 30 of the Irish Regulations.

4. Deponering bij het handelsregister van de Kamer van Koophandel en de *Irish Companies Registration Office*

De volgende documenten zullen gedeponeerd worden bij het handelsregister

4. Filing with the Trade Register of the Chamber of Commerce and the Irish Companies Registration Office

The following documents will be filed with the Trade Register of the Chamber of

van de Nederlandse Kamer van Koophandel:

- dit Fusievoorstel;
- de laatste drie vastgestelde jaarrekeningen van de Verdwijnende Vennootschap met betrekking tot de jaren 2020, 2021 en 2022;
- de tussentijdse vermogensopstellingen van de Vennootschappen per 31 maart 2023;
- de verklaring van de accountant als bedoeld onder 2.

In overeenstemming met regeling 33 van de Ierse Wetgeving zullen de volgende documenten publiekelijk gedeponeerd worden bij CRO:

- dit Fusievoorstel;
- een kennisgeving waarin elke aandeelhouder, schuldeiser en/of werknemersvertegenwoordiger / werknemer (indien van toepassing) wordt geïnformeerd dat zij uiterlijk vijf (5) werkdagen voor de datum van goedkeuring van het Besluit van de Verkrijgende Vennootschap opmerkingen op het Fusievoorstel kunnen indienen bij de Verkrijgende Vennootschap; en
- een kennisgeving, in de vorm zoals beschreven in deel 2 van bijlage 1 van de Ierse regelgeving, zijnde het *CRO Form CBM1*.

5. <u>Deponering ten kantore van de Vennootschappen</u>

Tegelijkertijd met de deponering als bedoeld

Commerce:

- this Merger Plan;
- the three latest adopted annual accounts of the Disappearing Company with regard to the financial years 2020, 2021 and 2022;
- the interim accounts of the Companies dated 31 March 2023; and
- the statement of the auditor as referred to under 2.

In accordance with regulation 33 of the Irish Regulations, the following documents will be publicly filed with the CRO

- this Merger Plan;
- a notice informing any shareholder, creditor and / or employees' representative / employee (if applicable) that they may submit to the Acquiring Company, no later than five (5) working days before the date of the passing of the Shareholder Resolution, comments concerning the Merger Plan; and
- a notice, in the form set out in Part 2 of Schedule 1 of the Irish Regulations being the CRO Form CBM1.

5. <u>Filing at the offices of the Companies</u>

Simultaneously with the filing referred to

onder 4. zullen de besturen van de Vennootschappen de stukken als bedoeld onder 4. evenals, alleen voor wat betreft de Verdwijnende Vennootschap, de Verdwijnende Vennootschap Toelichting ten kantore van de Vennootschappen toegankelijk maken voor tenminste één (1) maand (of, voor wat betreft de Verkrijgende Vennootschap, 30 dagen) voor de datum van het Besluit van de Verkrijgende Vennootschap.

under 4., the board of managing directors / board of directors of the Companies will make the documents referred to under 4., as well as the Disappearing Company Merger Report in the case of the Disappearing Company only, available for inspection at the offices of the Companies for at least one (1) month (or in the case of the Acquiring Company, 30 days) prior to the date of the Shareholder Resolution.

De stukken zullen toegankelijk blijven voor de aandeelhouders van de Vennootschappen tot het Ingangsmoment en nadien nog zes (6) maanden ten kantore van de Verkrijgende Vennootschap.

These documents will remain available for inspection by shareholders of the Companies until the Effective Time, and for a further six (6) months thereafter at the offices of the Acquiring Company.

6. <u>Aankondiging van de deponeringen</u>

De Verkrijgende Vennootschap zal in (i) één landelijk dagblad in Ierland (*Irish Times*, *Irish Independent* of *Irish Examiner*); en (ii) in de *CRO Gazette* de deponering bedoeld onder 4. en 5 aankondigen.

De Verdwijnende Vennootschap zal in een landelijk verspreid dagblad in Nederland en in de Nederlandse Staatscourant de deponeringen bedoeld onder 4. en 5. aankondigen.

6. <u>Announcement of the filings</u>

The Acquiring Company will announce the filings referred to under 4. and 5. in (i) one daily newspaper in Ireland (being any one of the Irish Times, Irish Independent or the Irish Examiner); and (ii) the CRO Gazette.

The Disappearing Company will announce the filings referred to under 4. and 5. in a nationally distributed daily newspaper in the Netherlands and in the Dutch State Gazette.

7. <u>Advies van de ondernemingsraad, de medezeggenschapsraad of de vereniging van werknemers</u>

Aangezien geen van de Vennootschappen werknemers of Uitzendkrachten heeft, zijn

7. <u>Advice of the works council, participation council or employees' association</u>

Since neither of the Companies has employees or Agency Workers, no written

bij geen van de Vennootschappen schriftelijke adviezen of opmerkingen ingediend door een ondernemingsraad of medezeggenschapsraad van één van de Vennootschappen.

advice or comments have been submitted to any of the Companies by a works council or participation council of any of the Companies.

8. Wijzigingen die het Fusievoorstel of de Verdwijnende Vennootschap Toelichting beïnvloeden

Het bestuur van elk van de Vennootschappen is verplicht de algemene vergaderingen van de Vennootschappen in te lichten over na het Fusievoorstel gebleken belangrijke wijzigingen in de activa en passiva die de mededelingen in dit Fusievoorstel of de Verdwijnende Vennootschap Toelichting beïnvloeden. De aandeelhouders van de Vennootschappen kunnen ermee instemmen dat deze verplichting niet geldt.

8. Changes affecting the Merger Plan or Disappearing Company Merger Report

The board of managing directors or board of directors (as applicable) of the Companies is required to inform the general meetings of the Companies of any substantial changes becoming manifest after the Merger Plan and affecting the information in this Merger Plan or in the Disappearing Company Merger Report. The Shareholder may consent to excluding application of this requirement.

Bij wijze van kennisgeving aan de aandeelhouders van de Vennootschappen in verband met het voorgaande vereiste, merken de Vennootschappen op dat de Verdwijnende Vennootschap na de datum van de ADBV Tussentijdse Vermogensopstelling, de Verdwijnende Vennootschap alle rechten, titels en belangen ten aanzien van de aandelen die zij houdt in haar dochtervennootschap Autodesk Development Sàrl, een vennootschap bestaande naar het recht van Zwitserland (de "**AD Sarl Aandelen**") heeft overgedragen in ruil voor een vergoeding in contanten van USD 25.677.542 (het "**AD Sarl Bedrag**"), zijnde de reële marktwaarde

By way of notice to the Shareholder in connection with the foregoing requirement, the Companies note that after the reference date of the ADBV Interim Accounts, the Disappearing Company transferred all of its right, title and interest in and to quotas in its wholly-owned subsidiary, Autodesk Development Sàrl, a company organized under the laws of Switzerland, (the "**AD Sarl Quotas**") in exchange for a cash consideration of twenty five million six hundred and seventy seven thousand five hundred and forty two United States Dollars (USD 25,677,542) (the "**AD Sarl Transfer Amount**"), being the fair market value of the AD Sarl Quotas, being payable to the Disappearing Company (the

van de AD Sarl Aandelen, welk bedrag verschuldigd is aan de Verdwijnende Vennootschap (de "**AD Sarl Overdracht**"). De Vennootschappen erkennen dat, hoewel de AD Sarl Overdracht heeft geleid tot: (i) een toename van het kassaldo van de Verdwijnende Vennootschap voor een bedrag dat gelijk is aan het AD Sarl Bedrag; en (ii) een afname van de investering van de Verdwijnende Vennootschap in dochterondernemingen voor een bedrag dat gelijk is aan het AD Sarl Bedrag, de netto vermogenspositie van de Verdwijnende Vennootschap ongewijzigd is gebleven als gevolg van de AD Sarl Overdracht.

"**AD Sarl Transfer**"). The Companies acknowledge that , while the AD Sarl Transfer resulted in: (i) an increase in the Disappearing Company's cash balance in an amount equal to the AD Sarl Transfer Amount; and (ii) a decrease in the Disappearing Company's investment in subsidiaries by an amount equal to the AD Sarl Transfer Amount, the net asset position of the Disappearing Company remained unchanged as a result of the AD Sarl Transfer.

Bij wijze van nadere kennisgeving aan de aandeelhouders van de Vennootschappen in verband met de voorgaande vereiste, merken de Vennootschappen op dat na de datum van ondertekening van het Fusievoorstel, en op of rond 30 juni 2023, de Verdwijnende Vennootschap voornemens is om al haar recht op, eigendom van en belang in en op de aandelen in haar volledige dochteronderneming Delcam Limited, een vennootschap naar het recht van Engeland en Wales (de "**Delcam Aandelen**") in ruil voor een vergoeding in contanten die gelijk is aan de reële marktwaarde van de Delcam Aandelen (het "**Delcam Bedrag**"), welk bedrag verschuldigd is aan de Verdwijnende Vennootschap (de "**Delcam Overdracht**"). De Vennootschappen erkennen dat, hoewel de Delcam Overdracht zal leiden tot: (i) een toename van het kassaldo van de

By way of further notice to the Shareholder in connection with the foregoing requirement, the Companies note that following the date of the execution of the Merger Plan, and on or around 30 June 2023, the Disappearing Company proposes to transfer all of its right, title and interest in and to the shares in its wholly-owned subsidiary, Delcam Limited, a company organized under the laws of England and Wales (the "**Delcam Shares**") in exchange for cash consideration being equal to the fair market value of the Delcam Shares (the "**Delcam Transfer Amount**"), being payable to the Disappearing Company (the "**Delcam Transfer**"). The Companies acknowledge that, while the Delcam Transfer will result in: (i) an increase in the Disappearing Company's cash balance in an amount equal to the Delcam Transfer Amount; and (ii) a decrease in the

Verdwijnende Vennootschap voor een bedrag dat gelijk is aan het Delcam Bedrag; en (ii) een afname van de investering van de Verdwijnende Vennootschap in dochterondernemingen voor een bedrag dat gelijk is aan het Delcam Bedrag, de netto vermogenspositie van de Verdwijnende Vennootschap ongewijzigd zal blijven als gevolg van de Delcam Overdracht.

Disappearing Company's investment in subsidiaries by an amount equal to the Delcam Transfer Amount, the net asset position of the Disappearing Company will remain unchanged as a result of the Delcam Transfer.

9. Pre-fusieattest

Een Nederlandse notaris zal een pre-fusieattest afgeven waaruit blijkt dat de aan de Fusie voorafgaande handelingen en formaliteiten zoals voorgeschreven door Nederlands recht.

9. Pre-merger certificate

A Dutch notary will issue a pre-merger certificate attesting to the proper completion of the acts and formalities preceding the Merger as prescribed by Dutch law.

10. Bijeenroeping algemene vergadering

Het bestuur van de Verdwijnende Vennootschap heeft besloten tot bijeenroeping van de algemene vergadering van de Verdwijnende Vennootschap waarin het besluit tot het aangaan van de Fusie zal worden genomen, met dien verstande dat de vergadering pas zal plaatsvinden na verloop van één (1) maand na de dag waarop de Vennootschappen de deponering van dit Fusievoorstel hebben aangekondigd.

10. Convening of general meeting

The board of managing directors of the Disappearing Company resolved to convene the general meeting of the Disappearing Company in which the resolution to conclude the Merger will be adopted, on the understanding that such meeting may only take place after one (1) month after the day on which the Companies have announced the filing of this Merger Plan.

11. Gevolgen van de Fusie

Vanuit zowel een Nederlands als Iers wettelijk perspectief zal vanaf het Ingangsmoment:

(i) alle activa en passiva van de Verdwijnende Vennootschap onder algemene titel overgaan op de

11. Consequences of the Merger

From both a Dutch and Irish legal perspective, as a result of the Merger and with effect from the Effective Time:

(i) all of the assets and liabilities of the Disappearing Company will transfer by operation of law to the Acquiring

Verkrijgende Vennootschap;

(ii) de Verkrijgende Vennootschap gerechtigd zijn tot de activa van de Verdwijnende Vennootschap;

(iii) de Verkrijgende Vennootschap de verplichtingen van de Verdwijnende Vennootschap aangaan, uitvoeren en voltooien;

(iv) elk van de andere rechten en verplichtingen van de Verdwijnende Vennootschap van de Verdwijnende Vennootschap overgaan op de Verkrijgende Vennootschap; en

(v) de Verdwijnende Vennootschap zijn ontbonden zonder in liquidatie te gaan.

Company;

(ii) the Acquiring Company will become entitled to the assets of the Disappearing Company;

(iii) the Acquiring Company shall assume, carry out, perform and complete the liabilities of the Disappearing Company;

(iv) all other rights and obligations of the Disappearing Company shall pass from the Disappearing Company to the Acquiring Company; and

(v) the Disappearing Company will be dissolved without going into liquidation.

Van dit Fusievoorstel mogen afzonderlijke exemplaren worden ondertekend, die elk als origineel gelden en allemaal bij elkaar één en hetzelfde document vormen.

This Merger Plan may be executed in counterparts, each of which constitutes an original and all of which together constitute one and the same instrument.

Handtekeningpagina volgt

Signature page follows

Getekend op / Signed on June 14, 2023.

De bestuurders van / The directors of **Autodesk Global Holdings Limited**

Door / By: Cormac Fitzpatrick

Title: Director

Door / By: Martin Gurren

Title: Director

Door / By: Stephen Hope

Title: Director

Getekend op / Signed on June 14, 2023.

De bestuurders van / The directors of **Autodesk Global Holdings Limited**

Door / By: Cormac Fitzpatrick

Title: Director

Martin Gurren

Door / By: Martin Gurren

Title: Director

Door / By: Stephen Hope

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Getekend op / Signed on 14 June 2023.

De bestuurders van / The directors of **Autodesk Global Holdings Limited**

Door / By: Cormac Fitzpatrick

Title: Director

Door / By: Martin Gurren

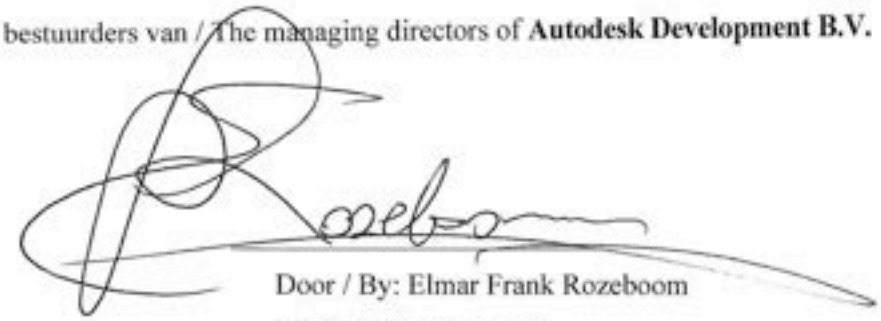
Title: Director

Door / By: Stephen Hope

Title: Director

Getekend op / Signed on 13-06 2023.

De bestuurders van / The managing directors of **Autodesk Development B.V.**



Door / By: Elmar Frank Rozeboom

Titel / Title: Director A

Door / By: Kevin Geoffrey Kuczinski

Titel / Title: Director B

Getekend op / Signed on 14 June 2023.

De bestuurders van / The managing directors of **Autodesk Development B.V.**

Door / By: Elmar Frank Rozeboom

Titel / Title: Director A

Door / By: Kevin Geoffrey Kuczinski

Titel / Title: Director B

BIJLAGE:

I. De huidige statuten van de Verkrijgende Vennootschap.

II. AGHL Tussentijdse Vermogensopstelling

III. ADBV Tussentijdse Vermogensopstelling

SCHEDULE:

I. The constitution of the Acquiring Company.

II. AGHL Interim Accounts

III. ADBV Interim Accounts

SCHEDULE I

The constitution of the Acquiring Company

COMPANIES ACT 2014

CONSTITUTION OF

AUTODESK GLOBAL HOLDINGS LIMITED

MATHESON LLP
70 Sir John Rogerson's Quay
Dublin 2
Ireland

TEL: + 353 1 232 2000
FAX: +353 1 232 3333

56380230.3

COMPANIES ACT 2014

CONSTITUTION OF

AUTODESK GLOBAL HOLDINGS LIMITED

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1 Private Company

1.1 The name of the Company is Autodesk Global Holdings Limited.

1.2 The Company is a private company limited by shares, registered under Part 2 of the Act.

1.3 The liability of the members is limited.

1.4 The share capital of the Company is divided into ordinary shares of one United States Dollars (USD1.00) each.

2 Interpretation

2.1 In this Constitution:

"**Act**" means the Companies Act 2014 and every statutory modification or re-enactment thereof for the time being in force;

"**Company**" means Autodesk Global Holdings Limited;

"**Constitution**" has the meaning set out in regulation 2.2;

"**director**" means a director of the Company and the "**directors**" means the directors or any of them acting as the board of directors of the Company;

"**dividend**" means dividend or bonus;

"**EEA Agreement**" means the Agreement on the European Economic Area signed at Oporto on 2 May 1992, as adjusted by the Protocol signed at Brussels on 17 March 1993;

"**EEA state**" means a state, including the State, which is a contracting party to the EEA Agreement;

"**electronic communication**", "**electronic signature**" and "**advanced electronic signature**" each has the meaning set out in the Electronic Commerce Act 2000;

"**holder**" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"**ordinary resolution**" means a resolution passed by a simple majority of the votes cast by members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company;

"**paid**" means paid or credited as paid;

"**registered person**" means such person as is authorised to bind the Company in accordance with section 39 of the Act;

"**regulations**" means provisions of this Constitution, as amended from time to time;

"**secretary**" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"**single-member company**" means a company which, for whatever reason, has, for the time being, a sole member (and this applies notwithstanding a stipulation in this Constitution that there be two members, or a greater number);

"**special resolution**" means a resolution passed by not less than 75 percent of the votes cast by such members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company; and

"**State**" means the Republic of Ireland.

2.2 The optional provisions of the Act (as defined by section 54 of the Act) shall apply to the Company save to the extent that they are excluded or modified by this constitution and such optional provisions (as so excluded or modified) together with the regulations contained in this constitution shall constitute the regulations of the Company (the "**Constitution**").

2.3 Words denoting the singular number include the plural number and vice versa and words denoting a gender include each gender.

2.4 Words or expressions contained in this Constitution which are not defined in this Constitution but are defined in the Act have the same meaning as in the Act at the date of adoption of this Constitution unless inconsistent with the subject or context.

2.5 Headings are inserted for convenience only and do not affect the construction of this Constitution.

2.6 Any reference to a "person" shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state or agency of a state or any association or partnership (whether or not having separate legal personality).

2.7 Powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them and except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other person who is for the time being authorised to exercise it under this Constitution or under another delegation of the power.

2.8 References to "writing" mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, and "written" shall be construed accordingly.

2.9 Any reference to any statute, statutory provision or to any order or regulation shall (save as expressly provided in this Constitution) be construed as a reference to the statute, statutory provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of adoption of this Constitution) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of adoption of this Constitution).

CORPORATE CAPACITY AND AUTHORITY

3 Registered Person

Where the board of directors authorises any person as being a person entitled to bind the Company (not being an entitlement to bind that is, expressly or impliedly, restricted to a

particular transaction or class of transactions), the Company may notify the Registrar of the authorisation in accordance with section 39 of the Act.

4 Powers of Attorney

The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

5 The Common Seal

5.1 The Company shall have a common seal or seals that shall state the Company's name, engraved in legible characters.

5.2 The Company's seal shall be used only by the authority of its directors, or of a committee of its directors authorised by its directors in that behalf. Any instrument to which the Company's seal shall be affixed shall be:

5.2.1 signed by a director and be countersigned by the secretary or by a second (if any) director of it or by some other person appointed for the purpose by its directors or by a foregoing committee of them; or

5.2.2 signed by a person (including a director) appointed for the purpose by its directors or a committee of its directors authorised by its directors in that behalf.

5.3 Where at any time there is only one director appointed to the Company, the instrument to which the seal is affixed shall be signed by that sole director and shall not require countersignature by a second person. The sole director may authorise the secretary, or any other person appointed for the purpose, to sign any instrument to which the Company's seal is affixed in place of that sole director.

5.4 If there is a registered person in relation to the Company, the Company's seal may be used by such person and any instrument to which the Company's seal shall be affixed when it is used by the registered person may be signed by that registered person and shall not require countersignature by a second person.

5.5 Any instrument to which the common seal is affixed shall not be signed by the same person acting both as director and secretary.

5.6 Section 43(2) and section 43(3) of the Act do not apply.

6 Power for Company to have Official Seal for use Abroad

6.1 The Company may have for use in any place abroad (being a territory, district or place not situate in the State) an official seal which shall resemble the common seal of the Company with the addition on its face of the name of every place abroad where it is to be used.

6.2 A deed or other document to which an official seal is duly affixed shall bind the Company as if it had been sealed with the common seal of the Company.

6.3 If the Company has an official seal for use in any place abroad it may, by writing under its common seal, authorise any person appointed for the purpose in that place (the "agent") to affix the official seal to any deed or other document to which the Company is party in that place.

6.4 The authority of the agent shall, as between the Company and any person dealing with the agent, continue during the period, if any, mentioned in the instrument conferring the authority, or, if no period is there mentioned, then until the notice of revocation or determination of the agent's authority has been given to the person dealing with him or her.

6.5 The person affixing an official seal shall, by writing under his or her hand, certify on the deed or other instrument to which the seal is affixed, the date on which and the place at which it is affixed.

SHARE CAPITAL, SHARES AND OTHER INSTRUMENTS

7 Shares

7.1 Shares in the capital of the Company shall have a nominal value.

7.2 The Company may allot shares:

7.2.1 of different nominal values;

7.2.2 of different currencies;

7.2.3 with different amounts payable on them; or

7.2.4 with a combination of two or more of the foregoing characteristics.

7.3 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine.

7.4 The Company may allot shares that are redeemable, which shall be known as "redeemable shares".

7.5 The shares or other interest of any member in the Company shall be personal estate and shall not be of the nature of real estate.

7.6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice of it):

7.6.1 any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share; or

7.6.2 save only as the Act or other law otherwise provides, any other rights in respect of any share, except an absolute right to the entirety of it in the registered holder.

7.7 The foregoing regulation shall not preclude the Company from requiring a member or a transferee of shares to furnish the Company with information as to the beneficial ownership of any share when such information is reasonably required by the Company.

7.8 The Company shall not have power to issue any bearer instrument.

7.9 The number of members of the Company shall not exceed 149 but, in reckoning that limit, there shall be disregarded any of the following persons:

7.9.1 a person in the employment of the Company who is a member of it;

7.9.2 a person who, having been formerly in the employment of the Company, was, while in that employment, and has continued after the termination of the employment to be, a member of it.

7.10 Where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this regulation, be treated as a single member.

8 Limitation on Offers of Securities to the Public

8.1 The Company shall not:

8.1.1 make:

(a) any invitation to the public to subscribe for; or

(b) any offer to the public of,

any shares, debentures or other securities of the Company; or

8.1.2 allot, or agree to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public or being the subject of an invitation to the public to subscribe for them.

8.2 The Company shall:

8.2.1 neither apply to have securities (or interests in them) admitted to trading or to be listed on; nor

8.2.2 have securities (or interests in them) admitted to trading or listed on,

any market, whether a regulated market or not, in the State or elsewhere.

9 Allotment of Shares

9.1 The directors, or any committee of the directors authorised by the directors in that behalf, shall have at any time unconditional and general authority to allot any shares of the Company.

9.2 The directors, or any committee of the directors authorised by the directors in that behalf, may allot, grant options over or otherwise dispose of shares 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.

9.3 The pre-emption provisions contained in section 69(6) of the Act shall not apply to any allotment of the Company's shares.

9.4 The application of section 69 of the Act shall be modified accordingly.

10 Calls on Shares

10.1 Subject to regulation 10.2, the directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium).

10.2 Regulation 10.1 does not apply to shares where the conditions of allotment of them provide for the payment of moneys in respect of them at fixed times.

10.3 Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified, the amount called on the shares.

10.4 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.

10.5 The application of section 77 of the Act shall be modified accordingly.

11 Lien

11.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether immediately payable or not) called, or payable at a fixed time, in respect of that share. The directors may at any time declare any share in the Company to be wholly or in part exempt from this regulation.

11.2 The Company's lien on a share shall extend to all dividends payable on it.

11.3 The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is immediately payable and the conditions specified in section 80 of the Act are satisfied.

12 Forfeiture of Shares

12.1 In accordance with section 81 of the Act, if a member of the Company fails to pay any call or instalment of a call on the day appointed for payment of it, the directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

12.2 That notice shall:

(a) specify a further day (not earlier than the expiration of 14 days after the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, if the amount concerned is not paid by the day so specified, the shares in respect of which the call was made will be liable to be forfeited.

12.3 Any forfeiture shall include all dividends or other moneys payable by the Company in respect of the forfeited shares and the application of section 81 of the Act shall be modified accordingly.

13 Financial Assistance for Acquisition of Shares

The Company may give any form of financial assistance that is permitted by the Act for the purpose of an acquisition made or to be made by any person of any shares in the Company or its holding company.

VARIATION IN CAPITAL

14 Variation of Company Capital

14.1 In accordance with section 83 of the Act, the Company may, by ordinary resolution, do any one or more of the following, from time to time:

14.1.1 consolidate and divide all or any of its shares into shares of a larger nominal value than its existing shares;

14.1.2 subdivide its shares, or any of them, into shares of a smaller nominal value, so however, that in the subdivision 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;

14.1.3 increase the nominal value of any of its shares by the addition to them of any undenominated capital;

14.1.4 reduce the nominal value of any of its 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; and

14.1.5 convert any undenominated capital into shares for allotment as bonus shares to holders of existing shares.

15 Reduction in Company Capital

The Company is authorised to reduce its company capital in accordance with section 84 of the Act.

16 Variation of Rights attached to Special Classes of Shares

If at any time the share capital 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, in accordance with section 88 of the Act, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of 75 percent, in nominal value, of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class but not otherwise.

TRANSFER OF SHARES

17 Transfer of Shares and Debentures

17.1 In accordance with section 94 of the Act, a member may transfer all or any of his or her shares in the Company by instrument in writing in any usual or common form or any other form which the directors may approve.

17.2 The instrument of transfer of any share shall be executed by or on behalf of the transferor, save that if the share concerned (or one or more of the shares concerned) is not fully paid, the instrument shall be executed by or on behalf of the transferor and the transferee.

17.3 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect thereof.

17.4 The Company shall not register a transfer of shares in or debentures of the Company unless a proper instrument of transfer has been delivered to the Company.

17.5 Nothing in regulation 17.4 shall prejudice any power of the Company to register as shareholder or debenture holder, any person to whom the right to any shares in, or debentures of the Company, has been transmitted by operation of law.

17.6 A transfer of the share or other interest of a deceased member of the Company made by his or her personal representative shall, although the personal representative is not himself or herself a member of the Company, be as valid as if the personal representative had been such a member at the time of the execution of the instrument of transfer.

17.7 On application of the transferor of any share or interest in the Company, the Company shall enter in its register of members, the name of the transferee in the same manner and subject to the same conditions as if the application for the entry were made by the transferee.

18 Restrictions on Transfer

18.1 The directors of the Company may in their absolute discretion, and without assigning any reason for doing so, decline to register the transfer of any share.

18.2 The directors' power to decline to register a transfer of shares (other than on account of a matter specified in regulation 18.3) shall cease to be exercisable on the expiry of two months after the date of delivery to the Company of the instrument of transfer of the share.

18.3 The directors may decline to register any instrument of transfer unless:

18.3.1 a fee of €10.00 or such lesser sum as the directors may from time to time require, is paid to the Company in respect of it;

18.3.2 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

18.3.3 the instrument of transfer is in respect of one class of share only.

18.4 If the directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

18.5 The registration of transfers of shares in the Company may be suspended at such times and for such periods, not exceeding in the whole 30 days in each year, as the directors may from time to time determine.

19 Transmission of Shares

Section 96 of the Act shall apply to the transmission of shares in the case of the death of a member of the Company.

20 Share Certificates

20.1 In accordance with section 99 of the Act, a certificate under the common seal of the Company specifying any shares held by any member shall be prima facie evidence of the title of the member to the shares.

20.2 The Company shall, within two months after the date:

20.2.1 of allotment of any of its shares or debentures; or

20.2.2 on which a transfer of any such shares or debentures is lodged with the Company,

complete and have ready for delivery the certificates of all shares and debentures allotted or, as the case may be, transferred, unless the conditions of issue of the shares or debentures otherwise provide.

21 Acquisition of Own Shares

The Company is authorised to acquire its own shares by purchase, or in the case of redeemable shares, by redemption or purchase in accordance with section 105 of the Act.

22 Distributions

22.1 The Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

22.2 The directors may pay interim dividends to members if it appears to them that such interim dividends are justified by the profits of the Company available for distribution. In paying such interim dividends the directors may satisfy such payment wholly or partly by the distribution of specific assets and in particular, but without limitation, of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof, may determine that cash payment 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.

22.3 If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on

shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

22.4 Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

22.5 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Act relating to such distributions.

22.6 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 profits of the Company to reserve, carry forward any profits which they may think it prudent not to distribute.

22.7 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, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share. 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.

22.8 The directors may deduct from any dividend payable to any member all sums of money (if any) immediately payable by him or her to the Company on account of calls or otherwise in relation to the shares of the Company.

22.9 A general meeting of the Company declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular, but without limitation, of paid up shares, debentures or debenture stock 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 matter as they think expedient, and in particular may issue fractional certificates and 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.

22.10 Any dividend, interest or other moneys payable in cash in respect of any shares may be paid:

(a) by cheque or negotiable instrument sent by post directed to or delivered 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 register or to such person and to such address as the holder or joint holders may in writing direct and every

such cheque or negotiable instrument shall be made payable to the order of the person to whom it is sent; or

(b) by agreement with the payee (which may either be a general agreement or one confined to specific payments), by direct transfer to a bank account nominated by the payee.

22.11 Any one of two or more joint holders may give valid receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders, whether paid by cheque or negotiable instrument or direct transfer.

22.12 No dividend shall bear interest against the Company unless otherwise provided by the rights attached to the share in respect of which it is payable.

22.13 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

22.14 Section 124 and section 125 of the Act do not apply.

23 Bonus Issues

23.1 In this regulation "relevant sum" means:

(a) any sum for the time being standing to the credit of the Company's undenominated capital;

(b) any of the Company's profits available for distribution;

(c) any sum representing unrealised revaluation reserves; or

(d) any part of the amount for the time being standing to the credit of any of the Company's reserve accounts.

23.2 The Company in general meeting may resolve that any relevant sum be capitalised and applied on behalf of the members who would have been entitled to receive that sum if it had been distributed by way of dividend and in the same proportions in or towards paying up in full unissued shares or debentures of the Company of a nominal value equal to the relevant sum capitalised (such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such holders and in the proportions as aforementioned).

23.3 The Company in general meeting may resolve that it is desirable to capitalise any part of a relevant sum 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 members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions).

23.4 The directors shall give effect to any resolution under regulations 23.2 and 23.3.

23.5 For that purpose the directors shall make:

23.5.1 all appropriations and applications of the undivided profits resolved to be capitalised by the resolution; and

23.5.2 all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect to the resolution.

23.6 Without limiting the foregoing, the directors may:

23.6.1 make such provision as they think fit for the case of shares becoming distributable in fractions (and, again, without limiting the foregoing, may sell the shares represented by such fractions and distribute the net proceeds of such sale amongst the members otherwise entitled to such fractions in due proportions); and

23.6.2 authorise any person to enter, on behalf of all the members concerned, into an agreement with the Company providing for the allotment to them, respectively credited as fully paid up, of any further shares to which they may become entitled on the capitalisation concerned or, as the case may require, for the payment by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares.

23.7 Any agreement made under such authority shall be effective and binding on all the members concerned.

23.8 Where the directors of the Company have resolved to approve a bona fide revaluation of all the fixed assets of the Company, the net capital surplus in excess of the previous book value of the assets arising from such revaluation may be:

23.8.1 credited by the directors to undenominated capital, other than the share premium account; or

23.8.2 used in paying up unissued shares of the Company to be issued to members as fully paid bonus shares.

23.9 The application of section 126 of the Act shall be modified accordingly.

CORPORATE GOVERNANCE

24 Company Secretary

24.1 The Company shall have a secretary, who may be one of the directors. Where the Company has only one director, that person may not also hold the office of secretary of the Company.

24.2 The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

25 Directors

25.1 The Company shall have at least one director but not more than ten directors. If at any time there is no director appointed to the Company, the members of the Company shall pass an ordinary resolution appointing a person to act as director.

25.2 In accordance with section 137 of the Act, at least one of the directors shall be a person who is resident in an EEA state. This regulation shall not apply if the Company holds either:

25.2.1 a bond in the form prescribed by section 137 of the Act; or

25.2.2 a certificate stating that the Company has a real and continuous link with one or more economic activities that are being carried out in the State as prescribed by section 140 of the Act.

26 Appointment of Director

26.1 Any purported appointment of a director without that director's consent shall be void.

26.2 The first directors shall be those persons determined in writing by the subscribers of the Constitution or a majority of them.

26.3 The directors may from time to time appoint any person 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 maximum number provided for in this Constitution.

26.4 Any director appointed to the Company shall not be required to retire at any annual general meeting.

26.5 The Company may from time to time, by ordinary resolution, increase or reduce the number of directors.

26.6 The Company may, by ordinary resolution, appoint another person in place of a director removed from office under section 146 of the Act and, without prejudice to the powers of the directors under regulation 26.3, the Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director.

26.7 Subject to regulation 26.1, in the case of a single-member company, the sole member may appoint any person to be a director by serving a notice in writing on the Company which states that the named person is appointed director.

26.8 The application of section 144(3) of the Act shall be modified accordingly.

27 Removal of Directors

27.1 In accordance with section 146 of the Act, the Company may by ordinary resolution remove a director before the expiration of his period of office notwithstanding any agreement between the Company and that director.

27.2 In addition to, and without prejudice to section 146 of the Act, the Company may, if it is a single-member company, remove any director before the expiration of his period of office notwithstanding any agreement between the Company and that director. Any decision by the sole member to remove a director shall be drawn up in writing and notified to the Company. The written decision of the sole member shall specify the effective date of the removal of such director. The removal of a director under this regulation 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. Notification of any such decision taken by the sole member of the Company shall be sent by the Company by recorded delivery to the director at his usual residential address as notified to the Company, or if not so notified, then to the address of the director last known to the Company.

28 Vacation of Office

28.1 The office of director shall be vacated if:

28.1.1 the director is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

28.1.2 the director becomes or is deemed to be subject to a disqualification order within the meaning of the Act; or

28.1.3 the director resigns his or her office by notice in writing to the Company or if he or she resigns his or her office by spoken declaration at any board meeting and such resignation is accepted by resolution of that meeting, in which case such resignation shall take effect at the conclusion of such meeting; or

28.1.4 the health of the director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or

28.1.5 a declaration of restriction is made in relation to the director and the Company does not satisfy the capital requirements prescribed in section 819 of the Act; or

28.1.6 a declaration of restriction is made in relation to the director and, notwithstanding that the Company satisfies the capital requirements prescribed in section 819 of the Act, his or her co-directors (or the members in the case of the Company having a sole director) resolve at any time during the currency of the declaration that his or her office be vacated; or

28.1.7 the director is sentenced to a term of imprisonment following conviction of an indictable offence; or

28.1.8 the director is for more than six months absent, without the permission of the directors, from meetings of the directors held during that period; or

28.1.9 the director is requested by his or her co-directors to vacate his or her office. Any such request shall be made in writing (and may be in counterparts) by letter, email, facsimile or other means or alternatively shall be made orally at a board meeting at which such co-directors are present in person or by proxy, irrespective of whether the director in respect of whom the request is being made is present or not. The vacation of the said director's office as director shall take effect on the date the request is made or, if later, the date stated to be the effective date in that request or, if the request is made orally at a board meeting, with effect from the termination of the meeting. Notification of any request under this regulation shall be sent by the Company by recorded delivery to the director at his usual residential address as notified to the Company, or if not so notified, then to the address of the director last known to the Company.

28.2 The application of section 148(2) of the Act shall be modified accordingly.

29 Remuneration of Directors

29.1 The remuneration of the directors shall be such as is determined, from time to time, by the board of directors and such remuneration shall be deemed to accrue from day to day.

29.2 The directors may also be paid all 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.

29.3 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

29.4 Without prejudice to the provisions of regulation 29.2, the directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

29.4.1 a director, other officer, employee or auditor of the Company, or of any body corporate which is or was the holding company or subsidiary of the Company, or in which the Company or such holding company or subsidiary has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary is or was in any way affiliated or associated; or

29.4.2 a trustee of any pension fund in which employees of the Company or any other body corporate referred to in regulation 29.4.1 is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

PROCEEDINGS OF DIRECTORS

30 General Power of Management and Delegation

30.1 The business of the Company shall be managed by its 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 this Constitution, required to be exercised by the Company in general meeting, but subject to:

30.1.1 any regulations contained in this Constitution;

30.1.2 the provisions of the Act; and

30.1.3 such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in general meeting may (by special resolution) give.

30.2 Without prejudice to the generality of regulation 30.1 (but subject to a limitation (if any) arising under regulations 30.1.1 to 30.1.3), the directors of the Company may exercise all the powers of the Company:

30.2.1 to borrow money and to mortgage, charge, pledge or otherwise secure its undertaking, property and uncalled capital, or any part thereof; and

30.2.2 to give guarantees, indemnities, counter indemnities and all manners of assurances against loss in respect of, any or all of the debts, obligations and liabilities of any person, firm or corporation, (whether by personal covenant or by mortgaging, charging, pledging or otherwise securing its undertaking, property and uncalled capital, or any part thereof or by any combination of such methods),

notwithstanding that the Company may derive no benefit from the same, and notwithstanding that it may involve the use of the Company's undertaking, property, and uncalled capital for the benefit of one or more directors of the Company or of any other person.

30.3 The directors may delegate any of their powers to such person or persons as they think fit, including committees. Any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the directors.

31 Managing Director

In accordance with section 159 of the Act, the directors may from time to time appoint one or more of themselves to the office of managing director (by whatever name called) for such period and on such terms as to remuneration and otherwise as they see fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

32 Meetings of Directors and Committees

32.1 The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

32.2 Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson shall have a second or casting vote.

32.3 A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

32.4 All directors shall be entitled to reasonable notice of any meeting of the directors but it shall not be necessary to give notice of a meeting of directors to any director who, being resident in the State, is for the time being absent from the State.

32.5 The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two but, where the Company has a sole director, the quorum shall be one.

32.6 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 this Constitution as the necessary quorum 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.

32.7 The directors may elect a chairperson of their meetings and determine the period for which he or she is to hold office, but if no such chairperson is elected, or, if at any meeting the chairperson

is not present within 15 minutes after the time appointed for holding it, the directors present may choose one of their number to be chairperson of the meeting.

32.8 The directors may establish one or more committees consisting in whole or in part of members of the board of directors.

32.9 A committee established under this Constitution may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.

32.10 A committee may meet and adjourn meetings as it thinks proper.

32.11 Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and where there is an equality of votes, the chairperson shall have a second or casting vote.

32.12 The application of section 160 of the Act shall be modified accordingly.

33 Written Resolutions of Directors

33.1 A resolution in writing signed by all the directors of the Company, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the directors or such a committee duly convened and held. A resolution executed by an alternate director need not also be signed by his appointer.

33.2 A resolution referred to in regulation 33.1 may be signed by electronic signature, advanced electronic signature or otherwise as approved by the directors.

33.3 Subject to regulation 33.4, where one or more of the directors (other than a majority of them) would not, by reason of:

(a) the Act or any other enactment;

(b) the Constitution; or

(c) a rule of law,

be permitted to vote on a resolution such as is referred to in regulation 33.1, if it were sought to pass the resolution at a meeting of the directors duly convened and held, then such a resolution, notwithstanding anything in regulation 33.1, shall be valid for the purposes of that regulation if the resolution is signed by those of the directors who would have been permitted to vote on it had it been sought to pass it at such a meeting.

33.4 In a case falling within regulation 33.3, the resolution shall state the name of each director who did not sign it and the basis on which he or she did not sign it.

33.5 For the avoidance of doubt, nothing in the preceding regulations dealing with a resolution that is signed by other than all of the directors shall be read as making available, in the case of an equality of votes, a second or casting vote to the one of their number who would, or might have

been, if a meeting had been held to transact the business concerned, chairperson of that meeting.

33.6 The resolution referred to in regulation 33.1 may consist of several documents in like form each signed by one or more directors and for all purposes shall take effect from the time that it is signed by the last director.

33.7 The application of section 161 of the Act shall be modified accordingly.

34 Meetings of Directors by Conference

34.1 A meeting of the directors or of a committee of them may consist of a conference between some or all of the directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:

34.1.1 a director or member of a committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

34.1.2 such a meeting shall be deemed to take place in such location as the directors, or members of the committee, decide and failing that where the chairperson of the meeting is located.

34.2 Subject to the other provisions of the Act, a director may vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall be counted in the quorum present at the meeting.

34.3 The application of section 161 of the Act shall be modified accordingly.

35 Holding of any other Office or Place of Profit under the Company by Director

35.1 A director may hold any other office or place of profit under the Company (other than the office of statutory auditor) in conjunction with his or her office of director for such period and on such terms as to remuneration and otherwise as the directors may determine.

35.2 No director or intending such director shall be disqualified by his or her office from contracting with the Company either with regard to his or her tenure of any such other office or place of profit or as vendor, purchaser or otherwise.

35.3 In particular, neither shall:

35.3.1 any contract with respect to any of the matters referred to in regulation 35.2, nor any contract or arrangement entered into by or on behalf of the Company in which a director is in any way interested, be liable to be avoided; nor

35.3.2 a director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement,

by reason of such director holding that office or of the fiduciary relation thereby established.

36 Counting of Director in Quorum and Voting at Meeting at which Director is Appointed

36.1 A director of the Company, notwithstanding his or her interest, may be counted in the quorum present at any meeting at which:

36.1.1 that director or any other director is appointed to hold any such office or place of profit under the Company as is mentioned in regulation 35.1; or

36.1.2 the terms of any such appointment are arranged,

and he or she may vote on any such appointment or arrangement other than his or her own appointment or the arrangement of the terms of it.

37 Duty of Director to Disclose his or her Interest in Contracts made by Company

In accordance with section 231 of the Act, it shall be the duty of a director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company, to declare the nature of his or her interest to the Company.

38 Alternate Directors

38.1 Any director (the "**appointer**") of the Company may from time to time appoint any other director of it or any other person to be an alternate director (the "**appointee**") as respects him or her.

38.2 The appointee may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors, or any committee of the directors, to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present at the meeting.

38.3 The appointee, while he or she holds office as an alternate director, shall be entitled:

(a) to notice of meetings of the directors;

(b) to attend at such meetings as a director; and

(c) in place of the appointer, to vote at such meetings as a director,

but shall not be entitled to be remunerated otherwise than out of the remuneration of the appointer.

38.4 Any appointment under this section shall be effected by notice in writing given by the appointer to the Company.

38.5 Any appointment so made may be revoked at any time by the appointer or by a majority of the other directors or by the Company in general meeting.

38.6 Revocation of such an appointment by the appointer shall be effected by notice in writing given by the appointer to the Company.

38.7 An appointee shall cease to be an alternate director:

(a) if his appointer ceases to be a director; or

(b) on the happening of any event which, if he were a director, would cause him to vacate his office as director; or

(c) if he resigns his office by notice in writing to the Company.

38.8 The application of section 165 of the Act shall be modified accordingly.

39 Minutes of Proceedings of Directors

39.1 The Company shall cause minutes to be entered in books kept for that purpose of:

(a) all appointments of officers made by its directors;

(b) the names of the directors present at each meeting of its directors and of any committee of the directors; and

(c) all resolutions and proceedings at all meetings of its directors and of committees of directors.

GENERAL MEETINGS AND RESOLUTIONS

40 Annual General Meeting

40.1 Subject to regulation 40.2 and 40.4, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

40.2 So long as the Company holds its first annual general meeting within 18 months after the date of its incorporation, it need not hold it in the year of its incorporation or in the following year.

40.3 The financial statements and report of the directors and the statutory auditors for a financial year shall be laid before a general meeting of the Company not later than nine months after the financial year end date.

40.4 The Company need not hold an annual general meeting in any year where all the members entitled (at the date of the written resolution referred to in this regulation) to attend and vote at such general meeting sign, before the latest date for the holding of that meeting, a unanimous written resolution:

40.4.1 acknowledging receipt of the financial statements that would have been laid before that meeting;

40.4.2 resolving all such matters as would have been resolved at that meeting; and

40.4.3 confirming no change is proposed in the appointment of the person (if any) who, at the date of the resolution, stands appointed as statutory auditor of the Company.

41 Location and means for holding General Meetings

41.1 An annual general meeting of the Company or an extraordinary general meeting of it may be held inside or outside of the State.

41.2 If the Company holds its annual general meeting or any extraordinary general meeting outside of the State then, unless all of the members entitled to attend and vote at such meeting consent in writing to its being held outside of the State, the Company shall make, at the Company's expense, all necessary arrangements to ensure that members can by technological means participate in any such meeting without leaving the State.

41.3 A meeting referred to in the foregoing regulation may be held in two or more venues (whether inside or outside of the State) at the same time using any technology that provides members, as a whole, with a reasonable opportunity to participate.

42 Extraordinary General Meetings

42.1 The directors of the Company may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient directors capable of acting to form a quorum, any director or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

42.2 One or more members of the Company holding, or together holding, at any time not less than 50 percent of the paid up share capital of the Company as, at that time, carries the right of voting at general meetings of the Company may convene an extraordinary general meeting of the Company.

42.3 The directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10 percent of the paid up share capital of the Company, as at the date of the deposit carries the right of voting at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.

42.4 The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

42.5 If the directors do not within 21 days after the date of the deposit of the requisition proceed to convene a meeting to be held within two months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50 percent of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months after the requisition date.

42.6 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default.

42.7 For the purposes of regulations 42.3 to 42.6, the directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly

convened the meeting if they do not give such notice of it as is required by section 181 of the Act.

42.8 A meeting convened under regulations 42.2 and 42.5 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.

43 Persons entitled to Notice of General Meetings

43.1 Notice of every general meeting of the Company ("relevant notice") shall be given to:

43.1.1 every member;

43.1.2 the personal representative of a deceased member of the Company, which member would, but for his or her death, be entitled to vote at the meeting;

43.1.3 the assignee in bankruptcy of a bankrupt member of the Company (being a bankrupt member who is entitled to vote at the meeting); and

43.1.4 the directors and secretary of the Company.

43.2 Unless the Company is entitled to and has availed itself of the audit exemption under sections 360 or 365 of the Act (and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company shall be entitled to:

43.2.1 attend any general meeting of the Company;

43.2.2 receive all notices of, and other communications relating to, any general meeting which any member of the Company is entitled to receive; and

43.2.3 be heard at any general meeting which they attend on any part of the business of the meeting which concerns them as statutory auditors.

44 Notice of General Meetings

44.1 A meeting of the Company, other than an adjourned meeting, shall be called:

44.1.1 in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;

44.1.2 in the case of any other extraordinary general meeting, by not less than seven days' notice.

44.2 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in regulation 44.1, be deemed to have been duly called if it is so agreed by:

44.2.1 all the members entitled to attend and vote at the meeting; and

44.2.2 unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption under sections 360 or 365 of the Act (and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company.

44.3 A resolution may be proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given if it is so agreed by a majority in number of the members having the right to attend and vote at any such meeting, being a majority either:

44.3.1 together holding not less than 90 percent in nominal value of the shares giving that right; or

44.3.2 together representing not less than 90 percent of the total voting rights at that meeting of all the members.

44.4 Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

44.5 In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.

44.6 The notice of a meeting shall specify:

(a) the place, the date and the time of the meeting;

(b) the general nature of the business to be transacted at the meeting;

(c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and

(d) with reasonable prominence a statement that:

(i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in section 184 of the Act to attend, speak and vote instead of him or her;

(ii) a proxy need not be a member; and

(iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.

44.7 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.

45 Quorum

45.1 No business shall be transacted at any general meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business.

45.2 Two members of the Company present in person or by proxy at a general meeting of it shall be a quorum.

45.3 In the case of a single-member company, one member of the Company present in person or by proxy at a general meeting of it shall be a quorum.

45.4 If within 15 minutes after the time appointed for a general meeting a quorum is not present, then:

45.4.1 where the meeting has been convened upon the requisition of members, the meeting shall be dissolved;

45.4.2 in any other case:

(a) the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine; and

(b) if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the members present shall be a quorum.

46 Proxies

46.1 Subject to regulation 46.3, any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her.

46.2 A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.

46.3 A member of the Company shall not be entitled to appoint more than one proxy to attend on the same occasion.

46.4 The instrument appointing a proxy (the “instrument of proxy”) shall be in writing:

(a) under the hand of the appointer or of his or her attorney duly authorised in writing; or

(b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.

46.5 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 concerned or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be so deposited not later than the ‘appointed time’ as defined in regulation 46.6.

46.6 The appointed time is:

(a) immediately before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll, immediately before the time appointed for the taking of the poll,

and the application of section 183(6) of the Act shall be modified accordingly.

46.7 The depositing of the instrument of proxy referred to in regulation 46.5 may, rather than it being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means, and this regulation likewise applies to the depositing of anything else referred to in regulation 46.5.

46.8 If regulation 46.5 or regulation 46.6 is not complied with, the instrument of proxy shall not be treated as valid.

46.9 Subject to regulation 46.10, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointer or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given.

46.10 Regulation 46.9 does not apply if notice in writing of the occurrence of one of the events mentioned in that regulation is received by the Company concerned at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

46.11 Subject to regulation 46.12, if, for the purpose of any meeting of the Company, invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense to some only of the members entitled to be sent a notice of the meeting and to vote at it by proxy, any officer of the Company who knowingly and intentionally authorises or permits their issue in that manner shall be guilty of a category 3 offence.

46.12 An officer shall not be guilty of an offence under regulation 46.11 by reason only of the issue to a member, at his or her request in writing, of a form of appointment naming the proxy or of a list of persons willing to act as proxy if the form or list is available on request in writing to every member entitled to vote at the meeting by proxy.

47 Form of Proxy

47.1 An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit:

[name of Company] ("the Company")

[name of member] ("the Member") of [address of member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting instructions to Proxy (choice to be marked with an "x")			
Number or description of resolution	In favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed the proxy will vote as he or she thinks fit.
Signature of Member Date:

48 Representation of Bodies Corporate at Meetings of Companies

48.1 A body corporate may, if it is a member of the Company, by resolution of its directors or other governing body authorise such person (in this section referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company.

48.2 A body corporate may, if it is a creditor (including a holder of debentures) of the Company, by resolution of its directors or other governing body authorise such person (in this regulation also referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of the Act or the provisions contained in any debenture or trust deed, as the case may be.

48.3 An authorised person shall be entitled to exercise the same powers on behalf of the body corporate which he or she represents as that body corporate could exercise if it were an individual member of the Company, creditor or holder of debentures of the Company.

48.4 The chairperson of a meeting may require a person claiming to be an authorised person within the meaning of this section to produce such evidence of the person's authority as such as the chairperson may reasonably specify and, if such evidence is not produced, the chairperson may exclude such person from the meeting.

49 Proceedings at Meetings

49.1 The chairperson, if any, of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 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 chairperson of the meeting.

49.2 If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of the members present and entitled to vote to be chairperson of the meeting.

49.3 The chairperson 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.

49.4 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

49.5 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

49.6 Unless a poll is demanded in accordance with section 189 of the Act, at any general meeting:

(a) a resolution put to the vote of the meeting shall be decided on a show of hands; and

(b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

49.7 Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to any other vote he or she may have.

49.8 The application of section 187 of the Act shall be modified accordingly.

50 Votes of Members

50.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, where a matter is being decided:

(a) on a show of hands, every member present in person and every proxy shall have one vote, but so that no individual member shall have more than one vote; and

(b) on a poll, every member shall, whether present in person or by proxy, have one vote for each share of which he or she is the holder or for each €15 of stock held by him or her, as the case may be.

50.2 Where there are joint holders of a share, 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 of the joint holders stand in the register of members.

50.3 Each of the following:

(a) a member of unsound mind;

(b) a member who has made an enduring power of attorney;

(c) a member in respect of whom an order has been made by any court having jurisdiction in cases of unsound mind;

may vote, whether on a show of hands or on a poll, by his or her committee, donee of a registered enduring power of attorney, receiver, guardian or other person appointed by the foregoing court.

50.4 Any such committee, donee of an enduring power of attorney, receiver, guardian, or other person may speak and vote by proxy, whether on a show of hands or on a poll.

50.5 No member shall be entitled to vote at any general meeting of the Company unless all calls or other sums immediately payable by him or her in respect of shares in the Company have been paid.

50.6 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.

50.7 Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

50.8 The application of section 188 of the Act shall be modified accordingly.

51 Unanimous Written Resolutions

51.1 A resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed 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 if described as a special resolution shall be deemed to be a special resolution.

51.2 A resolution passed in accordance with regulation 51.1 shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, the statement shall be prima facie evidence that it was signed by him or her on that date.

51.3 If a resolution passed in accordance with regulation 51.1 is not contemporaneously signed, the Company shall notify the members, within 21 days after the date of delivery to it of the documents referred to in regulation 51.4, of the fact that the resolution has been passed.

51.4 The signatories of a resolution passed in accordance with regulation 51.1 shall, within 14 days after the date of its passing, procure delivery to the Company of the documents constituting the written resolution; without prejudice to the use of the other means of delivery generally permitted by the Act, such delivery may be effected by electronic mail or the use of a facsimile machine.

51.5 This regulation does not apply to a resolution to remove a director or a resolution to effect the removal of a statutory auditor from office, or so as not to continue him or her in office.

51.6 A resolution referred to in regulation 51.1 may be signed by electronic signature or advanced electronic signature.

52 Majority Written Resolutions

52.1 A resolution in writing that is described as being an ordinary resolution and signed by the requisite majority of members of the Company concerned, such resolution having being circulated to all the members in accordance with the provisions of the Act 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.

52.2 In regulation 52.1 “requisite majority of members” means a member or members who alone or together, at the time of the signing of the resolution concerned, represent more than 50 percent of the total voting rights of all the members who, at that time, would have the right to attend and vote at a general meeting of the Company (or being bodies corporate by their duly appointed representatives).

52.3 A majority ordinary resolution shall be deemed to have been passed at a meeting held seven days after the date on which it was signed by the last member to sign, unless all of the members entitled to vote on the resolution sign a written waiver agreeing to the resolution being passed on such earlier date as may be specified in the resolution, being a date that is not earlier than the date of last signature of the resolution.

52.4 A resolution in writing that is described as being a special resolution and signed by the requisite majority of members such resolution having being circulated to all the members in accordance with the provisions of the Act, 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.

52.5 In regulation 52.4 "requisite majority of members" means a member or members who alone or together, at the time of the signing of the resolution concerned, represent at least 75 percent of the total voting rights of all the members who, at that time, would have the right to attend and vote at a general meeting of the Company (or being bodies corporate by their duly appointed representatives).

52.6 A majority special resolution shall be deemed to have been passed at a meeting held 21 days after the date on which it was signed by the last member to sign, unless all of the members entitled to vote on the resolution sign a written waiver agreeing to the resolution being passed on such earlier date as may be specified in the resolution, being a date that is not earlier than the date of last signature of the resolution.

52.7 This regulation does not apply to a resolution to remove a director or a resolution to effect the removal of a statutory auditor from office, or so as not to continue him or her in office.

52.8 A resolution referred to in these regulations may be signed by electronic signature or advanced electronic signature.

53 Single-Member Companies — Absence of need to hold General Meetings

53.1 All the powers exercisable by the Company in general meeting under this Constitution or the Act or otherwise shall be exercisable, in the case of a single-member company, by the sole member without the need to hold a general meeting for that purpose.

53.2 Subject to regulation 53.3, any provision of this Constitution and the Act which enables or requires any matter to be done or to be decided by the Company in general meeting, or requires any matter to be decided by a resolution of the Company, shall be deemed to be satisfied, in the case of a single-member company, by a decision of the member which is drawn up in writing and notified to the Company in accordance with this regulation.

53.3 Regulation 53.1 shall not empower the sole member of a single-member company to exercise the powers to remove a statutory auditor from, or not continue a statutory auditor in, office without holding the requisite meeting provided for in the Act.

54 Minutes of Proceedings of Meetings of the Company

The Company shall, as soon as may be after their holding or passing, cause minutes of all proceedings of general meetings of it, and the terms of all resolutions of it, to be entered in books kept for that purpose. All such books kept by the Company in pursuance of this regulation shall be kept at the same place.

55 Service of Notices on Members

55.1 Any notice to be given, served, sent or delivered pursuant to this Constitution (save where it is to be given, served, sent or delivered by electronic means) shall be in writing.

55.2 A notice or document to be given, served, sent or delivered in pursuance of this Constitution may be given to, served on, sent or delivered to any member by the Company:

(a) by hand delivering it to the member or his authorised agent or where the member is a body corporate, to any officer of that body corporate;

(b) by leaving it at the registered address of the member;

(c) by sending it by post in a pre-paid letter addressed to the member at the registered address of the member;

(d) by sending it by courier in a pre-paid letter addressed to the member at the registered address of the member;

(e) by sending it by means of electronic mail or facsimile or other means of electronic communication approved by the directors to the address of the member notified to the Company by the member for such purpose (or if not so notified, then to the address of the member last known to the Company).

55.3 Any notice served, given, sent or delivered in accordance with the foregoing regulations shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the member, to have been served, given, sent or delivered:

(a) in the case of hand delivery, at the time of delivery (or, if delivery is refused, when tendered);

(b) in the case of it being left, at the time that it is left;

(c) in the case of its being posted or couriered on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted or couriered:

(i) on a Friday – 72 hours after despatch; or

(ii) on a Saturday or Sunday – 48 hours after despatch;

(d) in the case of electronic means being used in relation to it, 12 hours after despatch.

55.4 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes sent to all the joint holders.

55.5 Every member shall be bound by a notice served, given, sent or delivered as aforesaid notwithstanding that the Company may have notice of the death, insanity, bankruptcy, liquidation or disability of such member.

55.6 Notwithstanding anything contained in these regulations the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment

of postal services within or in relation to all or any part of any jurisdiction or other area other than Ireland.

55.7 The signature (whether electronic signature, advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

55.8 In this regulation "registered address" in relation to a member, means the address of the member as entered in the register of members.

55.9 The application of section 218 of the Act shall be modified accordingly.

LIABILITY OF OFFICERS

56 Fiduciary duties of directors

For the purposes of section 228(1)(d) of the Act, a director is expressly permitted to use for his or her own, or anyone else's benefit, any of the Company's property (including computers, telephones, vehicles and accommodation) where such use is approved by the directors or by a person authorised by the directors or where such use is in the course of the discharge of the director's duties, responsibilities or employment obligations.

57 Indemnity for Officers

57.1 Subject to the provisions of the Act, the Company may indemnify any officer of the Company against any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any proceedings or application referred to in, or under, section 233 or 234 of the Act in which relief is granted to him or her by the court.

57.2 Every officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto. This regulation shall only have effect in so far as its provisions are not void under section 235 of the Act.

We, the several persons whose names and addresses are 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 respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares Taken by each Subscriber
Stephen Hope For and on behalf of **Autodesk (EMEA) Sàrl** Rue des Beaux-Arts 8, c/o LEAX Avocats Sàrl 2000 Neuchâtel Body Corporate	One
Total shares taken	One

Signature of the above subscriber, attested by the following witness:

Dated the 2 **day of** September **2022**

Name: Jenifer Hope

Address: 2335 Diamond Street, San Francisco, CA 94131

Signature of witness: _____

SCHEDULE II

AGHL Interim Accounts

Autodesk Global Holdings Limited

Balance sheet
as at 31 March 2023

	Unaudited 31 March 2023 USD
Current Assets	
Debtors	1
Net assets	**1**
Capital and reserves	
Called up share capital	1
Total Shareholders' Equity	**1**

SCHEDULE III

ADBV Interim Accounts

Autodesk Development B.V.
Capelle aan den IJssel

Balance sheet as at 31 March 2023

		Unaudited 31-03-2023
x 1.000	**USD**	**USD**
Assets		
Tangible fixed assets		
Financial assets		775.438
Current Assets		
Receivables		89.818
Cash and cash equivalents		7.962
		873.218
Equity and liabilities		
Equity		
Issued share capital	21	
Other reserve	724.782	
		724.803
Current liabilities, accruals and deferred income		148.415
		873.218

Notice to the sole shareholder and to any creditors or employees of Autodesk Global Holdings Limited of a proposed cross-border merger of Autodesk Global Holdings Limited
and
Autodesk Development B.V.

NOTICE IS HEREBY GIVEN in accordance with regulation 33 of the provisions of the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (S.I. No. 233 of 2023) (the "**Irish Regulations**") that the sole shareholder of Autodesk Global Holdings Limited (the "**Company**"), Autodesk (EMEA) Sàrl (the "**Shareholder**"), proposes to consider, and if it sees fit, pass a special resolution (the "**Resolution**") approving:

1. a proposed cross-border legal merger between the Company and Autodesk Development B.V. ("**ADBV**", together with the Company, the "**Companies**") to be effected pursuant to, inter alia, Directive (EU) 2017/1132 of the European Parliament and of the Council of 14 June 2017, as amended, and the effect of which would be that the Company would acquire all assets and liabilities of ADBV by universal title and ADBV would cease to exist without going into liquidation (the "**Merger**"); and

2. the entry into common draft terms of merger between the Companies with respect to the Merger (the "**CDT**").

Subject to the High Court of Ireland approving the Merger, it is anticipated that the Merger will take effect on 31 July 2023 at 00:00 A.M. G.M.T., or at such other time and date as the Companies may agree subject to the approval of the High Court of Ireland.

It is anticipated that the Resolution will be passed on 21 July 2023 or on a date shortly after that.

NOTICE IS HEREBY GIVEN in accordance with regulation 33 of the Irish Regulations that you may submit to the Company to its registered office address, being 2nd Floor, 1 Windmill Lane, Dublin 2, Ireland, no later than five (5) working days before the date of the passing of the Resolution, any comments concerning the CDT. As set out above, it is currently anticipated that the Resolution will be passed on 21 July 2023 which would require any such comments concerning the CDT to be received by the Company no later than 13 July 2023. Should a member, creditor and / or employees' representative / employee (if applicable), however, wish to ascertain the precise date on which the Resolution will be passed, they can obtain such information from the Company's Irish solicitors, Matheson LLP, 70 Sir John Rogerson's Quay, Dublin 2 (Ref BC/KR 622690-410).

DocuSigned by:

By order of the board of directors of the Company
Stephen Hope
Company Secretary

Date: 12 June 2023