

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on May 30, 2024, for AOTI, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P08000032048.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fourth day of June, 2024



A handwritten signature in black ink, appearing to read "Cord Byrd".

Cord Byrd
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AOTI, INC.**

**ARTICLE I
NAME**

The name of the corporation (the "Corporation") is: "AOTI, Inc.".

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Corporation is 3512 Seagate Way, Suite 100, Oceanside, CA 92056, USA.

**ARTICLE III
NATURE OF CORPORATE BUSINESS AND POWERS**

The general nature of the business to be transacted by this Corporation shall be any business, to engage in any lawful act or activity and to exercise all powers permitted to corporations by the Florida Business Corporation Act or engage in any and all lawful business permitted under the laws of the United States and the State of Florida. The enumeration herein of the objects and purposes of the Corporation shall not be deemed to exclude or in any way limit by inference any powers, objects or purposes that the Corporation is empowered to exercise, whether expressly, by purpose or by any of the laws of the State of Florida or any reasonable construction of such laws.

**ARTICLE IV
CAPITAL STOCK**

4.01. Authorized Capital Stock. The maximum number of shares that this Corporation shall be authorized to issue and have outstanding at any one time shall be Three Hundred Million (300,000,000) shares of common stock, par value USD\$0.00001 per share (the "Common Shares"). The number of authorized shares of the class of Common Shares may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding Common Shares.

4.02. Voting Rights. The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, the Common Shares shall be as follows:

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TALLAHASSEE, FLORIDA
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(a) The holders of the Common Shares shall have the exclusive right to vote for the election of directors of the Corporation and on all other matters requiring shareholder action, each outstanding share entitling the holder thereof to one vote on each matter properly submitted to the shareholders of the Corporation for their vote;

(b) Dividends upon all classes and series of shares shall be payable only when, as and if declared by the board of directors of the Corporation (the "Board of Directors") from funds lawfully available therefor, which funds shall include, without limitation, the Corporation's capital surplus. Dividends upon any class or series of Corporation shares may be paid in cash, property, or shares of any class or series or other securities or evidences of indebtedness of the Corporation or any other issuer, as may be determined by resolution or resolutions of the Board of Directors; and

(c) Upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Shares.

4.03. Pre-Emptive Rights.

(a) Subject to the Florida Business Corporation Act, as amended from time to time, and the terms of any resolution creating new shares of capital stock of the Corporation:

(i) the unissued shares from time to time shall be under the control of the Board of Directors, which may allot the same to such individuals, corporations, firms, partnerships (general or limited), associations, limited liability companies, joint ventures, trusts, estates or other legal entities or organizations (each, a "Person"), for cash or for such other consideration which is not cash, with such restrictions and conditions, in excess of their nominal value or at their nominal value and/or with payment of commission and at such times as the Board of Directors shall deem appropriate; and

(ii) except as otherwise provided herein, the Board of Directors is expressly authorized to create and issue, by resolutions adopted from time to time, rights, warrants or options entitling the holders thereof to purchase Common Shares of any kind, class or series, whether or not in connection with the issuance and sale of any Common Shares, or other securities or indebtedness. The Board of Directors also is authorized expressly to determine the terms, including, without limitation, the time or times within which and the price or prices at which shares may be purchased upon the exercise of any such right or option. The Board of Directors' judgment shall be conclusive as to the adequacy of the consideration received for any such rights or options.

(b) So long as the Corporation's Common Shares are listed for trading on AIM, a securities trading market operated by the London Stock Exchange in the United Kingdom ("AIM"), the London Stock Exchange, or such other stock exchange acceptable to the Board of Directors in its sole discretion, unless otherwise determined by holders of seventy-five percent (75%) of the voting power of the shares of capital stock voted at a meeting of the shareholders, the Corporation shall not allot or issue for cash, shares of capital stock of the Corporation or any other shares or securities convertible into shares of capital stock of the Corporation or any warrants or options to purchase for cash, shares or securities convertible into shares of capital stock of the Corporation (collectively, "New Securities"), unless it shall first have made an offer to each shareholder to sell to such shareholder on substantially the same or more favorable terms a proportion of those shares, securities, options or warrants which is nearly as practical equal to the proportion of the outstanding Common Shares held by such shareholder on the record date for any such sale in relation to the aggregate of all outstanding Common Shares (the "Pro Rata Share"), but subject to such exclusions or other arrangements as the Board of Directors may deem necessary, appropriate or expedient in their exclusive discretion to deal with fractional entitlements or legal restrictions under the laws of, or the requirements of any regulatory authority or stock exchange

or otherwise in any jurisdiction; provided, however, that these pre-emption rights shall not apply with respect to:

(i) the allotment and/or issuance for cash of New Securities provided that the nominal amount of such shares or the shares into which such New Securities may be converted, during any twelve (12) month period, does not exceed, in the aggregate, ten percent (10%) of the outstanding Common Shares as of the first day of such twelve (12) month period;

(ii) the placing and/or sale of any Common Shares in connection with and simultaneous with the initial admission of shares of the Corporation's Common Shares to trading on AIM or the London Stock Exchange, on terms and conditions acceptable to the Board in its sole discretion as part of the Company's initial public offering (the "Admission");

(iii) options, restricted stock units, shares or other equity awards not exceeding ten percent (10%) of the share capital of the Corporation, previously or to be granted to employees, officers, directors, consultants, contractors or advisors of the Corporation and/or its subsidiaries under, and the issuance of shares pursuant to such securities or benefits granted under, any stock option or incentive plan or agreement heretofore or hereafter adopted by the Corporation, including without limitation any of the foregoing granted or to be granted under any an agreement, arrangement, scheme or plan for incentivizing, encouraging or facilitating the holding of options, shares, restricted stock units or debentures or other equity awards in the Corporation by or for the benefit of: (A) bona fide employees, officers, directors, consultants or former employees, officers or directors or consultants of the Corporation or any subsidiary of the Corporation; or (B) the wives, husbands, widows, widowers, children or step-children under the age of 18 of such employees or former employees (an "Employees' Share Scheme");

(iv) shares issued upon exercise of any outstanding warrants, options, or upon conversion of any convertible promissory notes or debt, in each case that were outstanding before or as of the Admission Date (as defined below).

(c) If the Corporation proposes to issue New Securities for cash that are not excluded from the pre-emption rights in section 4.03(b), it shall give each shareholder of the Corporation written notice (the "Rights Notice") of its intention, which notice shall describe the New Securities, the proposed price per share of the offer of such New Securities, the general terms upon which the Corporation proposes to allot the New Securities, the number of shares that the shareholder has the right to purchase, and a statement that each shareholder shall have not less than twenty-one (21) days from delivery of the Rights Notice to agree to purchase all or any part of his, her or its Pro Rata Share of such New Securities for the price and upon the general terms specified in the Rights Notice provided that such shareholder can waive in writing the obligation of the Corporation to provide a Rights Notice or participate in such offer of New Securities, including with respect to any future offering of New Securities provided such waiver complies with applicable law and rules of the AIM or the London Stock Exchange. A shareholder may elect to purchase all or any part of his, her or its Pro Rata Share of New Securities by giving written notice to the Corporation prior to the expiration of the period contained in the applicable Rights Notice, which sets forth the quantity of New Securities to be purchased by the shareholder. If a shareholder fails to timely exercise its pre-emption right within the period specified in the Rights Notice for all or any portion of his, her or its Pro Rata Share of such New Securities, the Corporation shall have one hundred and twenty (120) days after expiration of the period contained in the applicable Rights Notice to sell such unsold New Securities at a price and upon general terms no more favorable, in all material respects, to the purchasers than specified in the Rights Notice. If the Corporation has not sold the New Securities within that period, the Corporation shall not thereafter issue or sell any New Securities without first offering such securities to the shareholders of the Corporation in the manner provided above.

4.04. Delisting. From and after the date of Admission (the "Admission Date"), without the prior consent of holders of at least seventy-five percent (75%) of all of the then outstanding shares

of capital stock present and voting (either personally, or by proxy or otherwise) at a shareholders' meeting duly called and held for that purpose, the Corporation shall not voluntarily cancel the effectiveness of the Admission or wilfully cause the Common Shares of the Corporation to no longer be traded on the stock exchange pursuant to which Admission occurred. In addition, the Corporation shall not voluntarily cancel the effectiveness of Admission except after giving at least twenty (20) business days' notice to the London Stock Exchange as required by rule 41 of the rules of AIM.

4.05. Depository Interests. The Board of Directors shall, subject always to any applicable laws and regulations, the facilities and requirements of any relevant system concerned and the Bylaws of the Corporation, have power to implement and/or approve any arrangements it may, in its sole and absolute discretion, think fit in relation to (without limitation) the evidencing of title to and transfer of interest in shares in the capital of the Corporation in the form of depository interests or similar interests, instruments or securities and, to the extent such arrangements are so implemented, no provision of these Articles of Incorporation shall apply or have effect to the extent that it is in any respect inconsistent with the holding or transfer of the shares in the capital of the Corporation represented thereby. The Board of Directors may from time to time take such actions and do such things as it may, in its sole and absolute discretion, think fit in relation to the operation of any such arrangements.

4.06. Rights, Privileges, and Preferences. The capital stock of the Corporation shall have the rights, privileges, and preferences as set forth in these Articles of Incorporation.

ARTICLE V TERM OF EXISTENCE

5.0. The Corporation shall have perpetual duration and existence.

ARTICLE VI REGISTERED AGENT AND REGISTERED OFFICE IN FLORIDA

6.0. The Corporation's registered office and registered agent at that address shall be:

Registered Agents Inc
7901 4th St N, STE 300
St. Petersburg, FL 33702

ARTICLE VII BOARD OF DIRECTORS

7.01. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law each of whose members shall have the qualifications, if any, set forth in the Bylaws, and who need not be residents of the State of Florida.

7.02. Number of Directors; Term of Office. The Board of Directors of the Corporation shall consist of five (5) to eleven (11) directors, as determined by the Board, and the number of directors may be increased or decreased solely and exclusively by resolution duly adopted from time to time by the Board of Directors. Each director will serve until the next annual meeting at which such director's successor is duly elected and qualified or until such director's earlier death, resignation or removal.

7.03. Vacancies. Any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board of Directors, and not by the shareholders. Any director appointed in accordance with the preceding sentence shall hold office until the next shareholders' meeting at which directors are elected, where he or she may stand for re-election. No decrease in the number of directors shall shorten the term of any incumbent director. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

7.04. Removal. Any director (including persons elected by directors to fill vacancies in the Board of Directors) may be removed from office only for cause. A director may be removed if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director at a shareholders' meeting duly called and held for that purpose. At least twenty-eight (28) days prior to any annual or special meeting of shareholders at which it is proposed that any director be removed from office with cause, written notice of such proposed removal and the alleged grounds thereof shall be sent to the director whose removal will be considered at the meeting.

ARTICLE VIII SHAREHOLDER ACTION

8.01. Action without Meeting. No action may be taken by written consent. Any action required or permitted to be taken by the holders of Corporation Common Shares must be effected at a duly called annual or special meeting of such holders, and may not be effected by any consent in writing by such holders.

8.02. Special Meetings. Except as otherwise required or permitted by statute or these Articles of Incorporation, special meetings of the shareholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office.

8.03. Annual Meetings. The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined solely by the resolution of the Board of Directors in its sole and absolute discretion, except as otherwise provided in these Articles of Incorporation or in the Bylaws.

ARTICLE IX LIMITATION OF LIABILITY

A member of the Board of Directors of the Corporation shall not be personally liable to the Corporation or to any other person for monetary damages for breach of fiduciary duty as a Director, unless, under the Florida Business Corporation Act, (a) the director breached or failed to perform his or her duties as a director of the Corporation, and (b) the director's breach, or failure to perform, those duties constitutes any of the following:

(a) A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A circumstance under which the transaction at issue is one from which the director derived an improper personal benefit, either directly or indirectly;

(c) A circumstance under which the liability provisions for unlawful distributions, under Section 607.0834, are applicable;

(d) In a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful or intentional misconduct; or

(e) In a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

If the Florida Business Corporation Act, as amended from time to time, is amended after the effective date of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act as so amended.

Any amendment, repeal or modification of this Article IX by either of (i) the shareholders of the Corporation or (ii) an amendment to Florida Business Corporation Act, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as a director at the time of such amendment, repeal or modification.

ARTICLE X INDEMNIFICATION

10.01. Indemnification of Directors and Officers. The Corporation shall indemnify an individual who is or was a director, officer, employee or agent of the corporation, or, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or is or was a director, officer, employee or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or another enterprise at the request of the predecessor corporation to the fullest extent permitted under the Florida Business Corporation Act. The Corporation shall also indemnify an individual who is or was a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the individual was a party because he or she is or was a director or officer of the corporation against expenses incurred by the individual in connection with the proceeding.

The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and such indemnification shall continue as to a person who has ceased to be such a person and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.02. Advance for Expenses. Expenses incurred by a director of the Corporation or any officer elected or appointed by the Board of Directors in defending a civil or criminal proceeding related to such individual's service as a director or officer of the Corporation shall be paid by the Corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article X. Such expenses incurred by other officers, employees or agents of the Corporation may, at the discretion of the Board of Directors, be paid in advance upon such terms or conditions, including receipt of the undertaking to repay as described above, as the Board of Directors deems appropriate.

Any amendment, repeal or modification of the foregoing provisions of this Article X shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

ARTICLE XI DISCLOSURE OF VOTING RIGHTS AND INTERESTS AND MANDATORY OFFERS

11.01. Definitions. In this Article XI, the following words and expressions have the meanings set forth below:

(a) Persons "**acting in concert**" comprise Persons who, pursuant to an agreement, arrangement or understanding (whether formal or informal), co-operate to obtain or consolidate Control of the Corporation or to frustrate the successful outcome of an offer for the Corporation. A Person and each of its affiliated Persons will be deemed to be acting in concert all with each other;

(b) "**affiliated persons**" means any undertaking in respect of which any Person: (a) has a majority of the shareholders' or members' voting rights; (b) is a shareholder or member and at the same time has the right to appoint or remove a majority of the members of its board of directors; (c) is a shareholder or member and alone controls a majority of the shareholders' or members' voting rights pursuant to an agreement entered into with other shareholders or members; or (d) has the power to exercise, or actually exercises, dominant influence or Control. For these purposes, a Person's rights as regards voting, appointment or removal shall include the rights of any other affiliated person and those of any Person or entity acting in his own name but on behalf of that Person or of any other affiliated person;

(c) "**beneficial ownership**" means, with respect to a security (i) sole or shared voting power (whether conditional or absolute and including the power to vote, or to direct the voting of, such security or a general control of such security); and/or (ii) investment power (which includes the power to dispose, or to direct the disposition of, such security), whether direct or indirect and whether through any contract, arrangement, understanding, relationship or otherwise; and/or (iii) by virtue of any agreement to purchase, option or derivative (a) the right or option to acquire them

or call for their delivery; or (b) an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; and/or (iv) is party to any derivative: (a) whose value is determined by reference to their price; and (b) which results, or may result, in a long position in them;

(d) **"Control"** means beneficial ownership of shares of capital stock of the Corporation representing in aggregate thirty percent (30%) or more of the Voting Rights (as defined below) of the Corporation, whether or not such ownership holdings give de facto control;

(e) **"Disclosure and Transparency Rules"** means the Disclosure and Transparency Rules published by the FCA (as defined below) as amended from time to time;

(f) **"Disclosure Notice"** means a notice issued by the Corporation pursuant to Section 11.04(d)(i) of this Article XI requiring the disclosure of beneficial ownership of shares of capital stock of the Corporation;

(g) **"FCA"** means the Financial Conduct Authority of the United Kingdom, or such other entities which take over the functions of the FCA for the oversight of the Disclosure and Transparency Rules;

(h) **"interest"** in a Person means beneficial ownership of any securities of such person;

(i) **"Offer"** means a written offer made in accordance with Section 11.05(a) of this Article XI and may, subject to this Article XI, include an offer to consummate a takeover, merger or consolidation transaction, however effected, including a reverse takeover, partial offer, tender offer, court scheme (including a plan of reorganization under insolvency or bankruptcy laws), or offer by a parent company for shares in its subsidiary;

(j) **"Offer Period"** means the period, (i) commencing when the first announcement is made of an Offer or possible Offer for the Corporation, or when an announcement that a purchaser is being sought for an interest in shares carrying 30% or more of the Voting Rights of the Corporation or that the Board of Directors of the Corporation is seeking potential offerors; and (ii) ending when an announcement is made that an Offer has become or has been declared unconditional or that all announced offers have been withdrawn or have lapsed;

(k) **"Operator"** means any Person who is a shareholder of record of the Corporation by virtue of his, her or its holding stock of the Corporation as trustee or nominee on behalf of those Persons who beneficially own capital stock of the Corporation and have elected to hold such capital stock in dematerialized form through a depository interest;

(l) **"Restrictions"** means one or more of the restrictions referred to in Section 11.04(d)(i) of this Article XI determined by the Board of Directors;

(m) **"Specified Shares"** means the shares specified in a Disclosure Notice; and

(n) **"Voting Rights"** means all the voting power attributable to the issued and outstanding capital stock of the Corporation that is currently exercisable at a meeting of shareholders.

11.02. Effect of this Article.

From the Admission Date, this Article XI shall be in effect as a condition to ownership of shares of capital stock of the Corporation; provided, however, that this Article XI shall cease to apply with immediate effect from the date that the Corporation no longer has any shares of its capital stock listed or admitted to trading on the Official List of the FCA or on AIM, or any successor to either of them.

11.03. Disclosure of Voting Rights.

(a) Notification. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, a Person must notify the Corporation and the FCA at the same time of the percentage of his, her or its Voting Rights if the percentage of Voting Rights which he, she or it holds, directly or indirectly, as a shareholder of the Corporation or through his, her or its direct or indirect holding of financial instruments as set out in the Disclosure and Transparency Rules (or a combination of such holdings):

(i) reaches, exceeds or falls below three percent (3%), four percent (4%), five percent (5%), six percent (6%), seven percent (7%), eight percent (8%), nine percent (9%), ten percent (10%) and each one percent (1%) threshold thereafter up to one hundred percent (100%); or

(ii) reaches, exceeds or falls below an applicable threshold in Section 11.03(a)(i) of this Article XI as a result of events changing the breakdown of Voting Rights and on the basis of information disclosed by the Corporation in accordance with the requirements of the Disclosure and Transparency Rules (or in accordance with requirements which are treated as equivalent to those set out in the Disclosure and Transparency Rules).

(b) Timing of Notification. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, the notification to the Corporation shall be effected as soon as possible, but in any event no later than two (2) trading days after the date on which the relevant Person:

(i) learns of the acquisition or disposal or of the possibility of exercising Voting Rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising Voting Rights takes effect; or

(ii) is informed about the event mentioned in Section 11.03(a)(ii) of this Article XI.

(c) Form of Notification. A notification must be made using the form TR1 available in electronic format at the FCA's website at www.fca.org.uk.

11.04. Disclosure of Interests.

(a) General. Generally, for the purposes of this Section 11.04 of Article XI:

(i) a Person who is interested in a right to subscribe for, or convert into, shares of the Corporation shall be deemed to be interested in Common Shares and references to interests in shares shall include any interest whatsoever in such shares including, without limitation:

(1) a right to control, directly or indirectly, the exercise of any right conferred by the holding of shares alone or in conjunction with any Person and the interest of any Person shall be deemed to include the interest of any other Person deemed to be so acting in concert;

(2) the interest of a beneficiary of a trust of property where such interest in shares is comprised in the property; and

(3) Persons having a joint interest are taken each of them to have that interest;

(ii) a Person is taken to have an interest in shares of the Corporation if:

(1) he, she or it enters into a contract for their purchase by him, her or it (whether for cash or other consideration);

(2) not being the registered holder, he, she or it is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right;

(3) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to call for delivery of the shares to himself, herself or itself or to his, her or its order, whether the right or obligation is conditional or absolute; or

(4) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to acquire an interest in shares or is under an obligation to take an interest in shares, whether the right or obligation is conditional or absolute.

(iii) a Person shall be treated as appearing to be interested in shares of the Corporation if:

(1) the Person has been named in a Disclosure Notice as being interested;

(2) in response to a Disclosure Notice, the Person holding the Specified Shares or another Person appearing to be interested in them has failed to establish the identities of those who are interested and (taking into account the response and other relevant information) the Corporation has reasonable cause to believe that the Person in question is or may be interested in such shares; or

(3) the Person holding the Specified Shares is an Operator and the Person in question has notified the Operator that he, she or it is so interested.

(b) Disclosure Notices.

(i) The Board of Directors may serve a Disclosure Notice in writing on any Person whom the Board of Directors knows or has reasonable cause to believe to be interested in shares of the Corporation, requiring such Person to indicate whether or not it is the case and, where such Person holds any interest in any such shares, to give such further information as may be required by the Board of Directors.

(ii) Any Disclosure Notice may require the Person to whom it is addressed to give particulars of his, her or its own present interest in shares of the Corporation.

(iii) A notice under this Section 11.04(b) shall require any information given in response to the Disclosure Notice to be given in writing within such reasonable time as may be specified in the Disclosure Notice (subject to Section 11.04(e) and Section 11.04(g) of these Articles).

(iv) A notice which has taken effect under this Section 11.04(b) shall remain in effect in accordance with its terms following a transfer of the shares of the Corporation to which it relates unless and until the Board of Directors determines otherwise and notifies the shareholder accordingly.

(c) Failure to Timely Respond. Notwithstanding anything in this Section 11.04 to the contrary, if:

(i) a Disclosure Notice has been served on a Person appearing to be interested in Specified Shares; and

(ii) the Corporation has not received the information required in respect of the Specified Shares within a period of fourteen (14) days (subject to Section 11.04(e) and Section 11.04(g) of this Article XI) after the service of the Disclosure Notice, then the Board of Directors may determine that the shareholder holding or who is interested in Specified Shares is subject to the Restrictions in respect of such shares. The Corporation shall, as soon as practicable after the determination, give notice to the relevant Person stating that (until such time as the Board of Directors determines otherwise under Section 11.04(g) of this Article XI) the Specified Shares shall be subject to the Restrictions stated in the notice.

(d) Restrictions.

(i) Subject to Section 11.04(d)(ii), Section 11.04(e) and Section 11.04(g) of these Articles, the Restrictions which the Board of Directors determines applicable to Specified Shares shall be one or more (as determined by the Board of Directors) of the following:

(1) the Person holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally, or by proxy or otherwise) at an annual or special meeting or at a separate meeting of the holders of a class or series of shares of the Corporation, or to exercise any other right in relation to an annual or special meeting or a separate class meeting;

(2) no transfer of the Specified Shares shall be effective or shall be recognized by the Corporation; and

(3) no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the Person holding the Specified Shares and, in circumstances where an offer of the right to elect to receive shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.

(ii) The Board of Directors may determine that one or more Restrictions imposed on Specified Shares shall cease to apply at any time, provided, however, that the Board of Directors has given notice to the holder of the Specified Shares within seven (7) days of the cessation of such restrictions and has identified the date upon which the restrictions ceased to

apply. If the Corporation receives the information required in the relevant Disclosure Notice, the Board of Directors shall, within seven (7) days of receipt, determine that all Restrictions imposed on the Specified Shares shall cease to apply and shall give notice to the holder of the Specified Shares within seven (7) days of the cessation of all such restrictions and shall identify the date upon which the restrictions ceased to apply. In addition, the Board of Directors shall determine that all Restrictions imposed on the Specified Shares shall cease to apply if the Corporation receives an executed and, if necessary, duly stamped instrument of transfer in respect of the Specified Shares, which would otherwise be given effect to:

(1) if the transfer is made pursuant to a sale of the Specified Shares on AIM;

(2) if the transfer is by way of an acceptance of an offer to acquire all the shares in the Corporation or all the shares in the Corporation of any class or series or classes or series (other than shares which at the date of the Offer are already held by the Offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where such shares include shares of different classes, in relation to all the shares of each class; or

(3) if the transfer is made pursuant to a sale which is shown to the satisfaction of the Board of Directors to be a bona fide sale of the whole of the beneficial interest in the Specified Shares to a Person who is unconnected with the transferor or with any other Person appearing to be interested in the shares.

(iii) Where dividends or other sums payable on Specified Shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restrictions ceasing to apply.

(iv) If the Board of Directors makes a determination under Section 11.04(d)(ii) of this Article XI, it shall notify the purported transferee as soon as practicable, and any Person may make representations in writing to the Board of Directors concerning the determination. Neither the Corporation nor the Board of Directors shall in any event be liable to any Person as a result of the Board of Directors having imposed Restrictions, or failed to determine that Restrictions shall cease to apply, if the Board of Directors has acted in good faith.

(e) Exceptions. Where the Specified Shares represent less than one-quarter of one percent (0.25%) of the issued and outstanding shares of the Corporation or shares of the same class as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice, then:

(i) the period of fourteen (14) days referred to in Section 11.04(c)(ii) of these Articles is to be treated as a reference to a period of twenty-eight (28) days; and

(ii) any determination made by the Board of Directors under Section 11.04(d)(ii) of these Articles may only impose the Restrictions referred to in Section 11.04(d)(i)(1) of these Articles.

(f) Shares Issued in Respect of Specified Shares. Shares issued in respect of Specified Shares that are at the relevant time subject to particular Restrictions shall, on issue, become subject to the same Restrictions as the relevant Specified Shares. For this purpose, shares which the Corporation procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain shareholders by reason of legal restrictions associated with offering shares outside the United Kingdom) shall be treated as shares issued in respect of Specified Shares.

(g) Suspension of Restrictions. The Board of Directors may, in its sole and absolute discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee (subject to the Restriction referred to in Section 11.04(d)(i)(3) of these Articles). Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the Corporation to the relevant shareholder as soon as practicable.

(h) Obligations of Operators. Where a Disclosure Notice is served on an Operator, the obligations of the Operator shall be limited to disclosing information recorded by it relating to a Person appearing to be interested in the shares held by it.

11.05. Offer Requirements.

(a) Offer. Subject to the Florida Business Corporation Act, as amended from time to time, the Exchange Act (if the Corporation has a class of equity securities registered under the Exchange Act) and any applicable SEC rules and regulations, from the Admission Date and for so long as the Corporation has any shares admitted to trading on AIM (or any successor body or organization) when:

(i) any Person acquires, whether by a series of transactions over a period of time or not, beneficial ownership of securities that (taken together with securities owned, held or acquired by Persons acting in concert with such Person) represents at the time of, and including such acquisition, thirty percent (30%) or more of the Voting Rights; or

(ii) any Person who, together with Persons acting in concert with such Person, holds beneficial ownership of securities representing not less than thirty percent (30%) but not more than fifty percent (50%) of the Voting Rights and such Person, or any Person acting in concert with such Person, acquires additional securities that will increase his, her or its percentage of the Voting Rights, then such Person and any Person acting in concert with such Person (each such Person referred to as an "Offeror") shall extend an offer to purchase all issued and outstanding shares of the Corporation's capital stock, in accordance with this Section 11.05 of Article XI (an "Offer"), to the holders of all issued and outstanding capital stock of the Corporation; provided, however, that the obligation to make an Offer pursuant to this Section 11.05 of Article XI shall not apply to (i) any underwriter or (ii) any Person(s) in relation to whom the obligation to make an Offer pursuant to this Section 11.05 of Article XI would not have arisen but for the exercise by any such Person of an entitlement or right to acquire shares of capital stock of the Corporation pursuant to an option or warrant granted to such Person by the Corporation prior to the Admission Date or pursuant to an option or warrant granted to such Person by the Corporation after the Admission Date pursuant to a pre-existing contractual commitment of the Corporation to issue such warrant or option existing prior to the Admission Date or (iii) in the case of a natural shareholder, if such shareholder dies, the survivors or survivor (where he was a joint holder), his personal representative and any person registered as holder of stock pursuant to its transmission to that person by operation of the law. Such Offer must be conditional only upon the Offeror having received acceptances in respect of shares of capital stock of the Corporation that, together with all of the shares of capital stock of the Corporation beneficially owned by such Offeror or any Person acting in concert with it, will result in the Offeror and any Person acting in concert with it beneficially owning shares of capital stock of the Corporation representing more than fifty percent (50%) of the Voting Rights; provided, however, that an offer must be unconditional if the Offeror (and any person acting in concert with it) holds securities of the Corporation carrying more than fifty percent (50%) of the Voting Rights before the Offer is made.

The grant of an option to acquire existing issued shares of capital stock of the Corporation will be deemed to constitute the acquisition by the grantee of the option of securities giving rise to the obligation to make an Offer under this Section 11.05 of Article XI where the relationship and arrangements between the parties concerned is such that effective Control of the shares of capital stock of the Corporation has passed to the grantee of the option.

(b) Form of Offer. An Offer must be made in writing and publicly disclosed, must be open for acceptance until the later of the 21st day following the date on which the initial Offer document was published and the date on which the offer becomes or is declared unconditional or lapses. An Offer must, in respect of each class or series of capital stock of the Corporation, be in cash or be accompanied by a cash alternative at a value not less than the highest price (as computed in accordance with Section 11.05(c) of this Article XI) paid by the Offeror for shares of that class or series during the Offer Period and within 12 months prior to its commencement (the "Highest Price"). The Highest Price shall be determined, by the Board of Directors or any advisor retained by the Board of Directors for such purpose; provided, however, that the Board of Directors or any advisor retained by the Board of Directors shall adhere to the guidelines set forth in Section 11.05(c) of this Article XI.

(c) Calculation of Highest Price.

(i) *Non-Cash Consideration*. When capital stock of the Corporation has been acquired for consideration other than cash in a transaction giving rise to an obligation to make an Offer under this Section 11.05 of Article XI, the Offer must nevertheless be in cash or be accompanied by a cash alternative of at least equal value, which value must be determined by an independent valuation.

(ii) *Stamp Duty and Broker's Commission*. In calculating the Highest Price, stamp duty and broker's commission, if any, shall be excluded.

(iii) *Listed Securities*. If capital stock of the Corporation has been acquired in exchange for listed securities in a transaction giving rise to an obligation to make an Offer under this Section 11.05 of Article XI, the Highest Price will be established by reference to the middle market price of such listed securities on the applicable market on the date of such acquisition.

(iv) *Conversion, Warrants, Options or Other Subscription Rights*. If capital stock of the Corporation is admitted to trading on AIM and has been acquired by the conversion or exercise (as applicable) of convertible securities, warrants, options or other subscription rights, the Highest Price shall be established by reference to the middle market price of such capital stock on the London Stock Exchange at the close of business on the day on which the relevant exercise or conversion notice was submitted provided that if the convertible securities, warrants, options or subscription rights were acquired during the Offer Period or within 12 months prior to its commencement, they will be treated as if they were purchases of the underlying capital stock of the Corporation at a price equal to the sum of the purchase price of such convertible securities, warrants, options or other subscription rights plus the relevant conversion or exercise price paid (or if such convertible securities, warrants, options or other subscription rights have not yet been converted or exercised, the maximum conversion or exercise price payable under the relevant conversion or exercise terms).

(d) Sales by Directors. In the event that any member of the Board of Directors of the Corporation (or any of his or her affiliates) sells shares of the Corporation to a purchaser as a result of which the purchaser is required to make an Offer under this Section 11.05 of Article XI, such director must ensure that as a condition of the sale the purchaser undertakes to fulfil its obligations under this Section 11.05 of Article XI provided that doing so would not be inconsistent with such director's fiduciary duties to the Corporation and its shareholders. In addition, unless inconsistent with a member of the Board of Director's fiduciary duties to the Corporation and its shareholders, such director shall not resign from the Board of Directors until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is later.

(e) Public Disclosure. No Offeror or nominee of an Offeror may be appointed to the Board of Directors, nor may an Offeror exercise the Voting Rights represented by the securities of the Corporation held by such Offeror, until public disclosure of the Offer has been made.

(f) Shareholder Waiver of Offer Obligation. The obligation to make an offer under this Section 11.05 of Article XI may be waived in the circumstances and with the relevant consent described below:

(i) the obligation may be waived in any circumstance with the consent of the holders of more than fifty percent (50%) of the Voting Rights (excluding for this purpose the Voting Rights of the Offeror and any Persons who are affiliated or acting in concert with the Offeror);

(ii) if an issuance or allotment of New Securities by the Corporation as consideration for an acquisition or a cash subscription would otherwise result in an obligation to make an Offer under this Section 11.05 of Article XI, the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the proposed allottee(s) of the New Securities nor affiliated or acting in concert with the proposed allottee(s) of such New Securities; or

(iii) if an underwriter incurs an obligation under this Section 11.05 of Article XI unexpectedly (e.g., as a result of an inability to complete a distribution of securities of the Corporation), the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the underwriter(s) nor affiliated or acting in concert with such underwriter(s).

(g) Consequences of Noncompliance. If an Offeror shall fail to comply with this Section 11.05 of Article XI or shall fail to comply with such Offeror's obligations under the Offer, and shall persist in such failure after written notice from the Corporation to such Person(s), the Board of Directors may (subject to any other approvals or authorizations that may be required):

- require such Person(s) to provide such information as the Board of Directors considers appropriate;
- make an award for costs against the Offeror;
- determine that some or all of such securities acquired in breach of this Section 11.05 of Article XI be sold;
- direct that the Offeror shall not be entitled to exercise any Voting Rights; and/or
- direct that no dividends shall be paid in respect of all or any of the capital stock of the Corporation held by the Offeror.

The restrictions in subparagraphs (d) and (e) of this Section 11.05(g) of Article XI may be waived at the discretion of the Board of Directors, and shall be waived when (i) the shares subject to such restrictions are proved to the reasonable satisfaction of the Board of Directors to have been sold to a new beneficial owner that is not affiliated or acting in concert with the Offeror, (ii) such shares have been sold pursuant to an Offer made to all holders of shares of the Corporation on terms which do not differentiate between such holders; or (iii) the provisions of this Section 11.05 of Article XI relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

(h) Severability. If any term or provision in this Article XI shall be in violation of any applicable law or public policy, then this Article XI shall be deemed to include such provision only to the fullest extent that it is legal, valid and enforceable, and the remainder of the terms and provisions herein shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable term or provision were not contained herein; if this Article XI shall be in violation of any applicable law or public policy in its entirety, then these Articles of Incorporation shall be deemed not to include the applicable provisions of this Article XI.

(i) Interpretation. To the fullest extent permitted by law and subject to the rights of the shareholders set forth herein, the Board of Directors shall have the exclusive power and authority to administer and interpret the provisions of this Article XI and to exercise all rights and powers specifically granted to the Board or the Corporation or as may be necessary or advisable in the administration of this Article XI, and all such actions, calculations, determinations and interpretations which are done or made by the Board in good faith shall be final, conclusive and binding on the Corporation and the beneficial and record owners of the capital stock of the Corporation and shall not subject the Board of Directors to any liability.

ARTICLE XII EXCLUSIVE JURISDICTION OF FLORIDA COURTS

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Florida shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's shareholders, (iii) any action asserting a claim arising pursuant to any provision of the Florida Business Corporation Act, as amended from time to time, or these Articles of Incorporation or Bylaws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII AMENDMENT OF BYLAWS

13.01 Amendment by Directors. Except as otherwise provided by law, the Bylaws of the Corporation may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the directors then in office.

13.02 Amendment by Shareholders. The Bylaws of the Corporation may be amended or repealed at any annual meeting of shareholders, or special meeting of shareholders called for such purpose, by the affirmative vote of at least 75% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that shareholders approve such amendment or repeal at such meeting of shareholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

**ARTICLE XIV
THESE ARTICLES OF INCORPORATION**

14.01 Adoption of Amendments. These Amended and Restated Articles of Incorporation consolidate all amendments to the Articles of Incorporation into a single document. The amendments were adopted by the shareholders on May 29, 2024. The number of votes cast for the amendments by the shareholders was sufficient for approval.

14.02 Amendment of These Articles of Incorporation. The Corporation reserves the right to amend or repeal these Articles of Incorporation in the manner now or hereafter prescribed by statute and these Articles of Incorporation, and all rights conferred upon shareholders herein are granted subject to this reservation. Whenever any vote of the holders of capital stock of the Corporation is required to amend or repeal any provision of these Articles of Incorporation, and in addition to any other vote of holders of capital stock that is required by these Articles of Incorporation or by law, such amendment or repeal shall require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class, at a duly constituted meeting of shareholders called expressly for such purpose; provided, however, that the affirmative vote of not less than 75% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of not less than 75% of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of:

- (a) Section 4.02 (*Voting Rights*) of Article IV (*Capital Stock*);
- (b) Section 4.03 (*Pre-emptive Rights*) of Article IV (*Capital Stock*);
- (c) Article VII (*Board of Directors*);
- (d) Article VIII (*Shareholder Action*);
- (e) Article IX (*Limitation of Liability*);
- (f) Article X (*Indemnification*);
- (g) Article XI (*Disclosure of Voting Rights and Interests and Mandatory Offers*);
- (h) Article XII (*Exclusive Jurisdiction of Florida Courts*); and
- (i) Article XIII (*Amendment of Bylaws*).

**ARTICLE XV
AFFILIATED TRANSACTIONS**

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.

**ARTICLE XVI
CONTROL SHARE ACQUISITIONS**

The Corporation expressly elects to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

IN WITNESS WHEREOF, AOTI, Inc. has caused these Amended and Restated Articles of Incorporation to be signed by Mike Griffiths, its President and Chief Executive Officer, this 30th day of May, 2024.

AOTI, Inc

By: /s/ Mike Griffiths
Name: Mike Griffiths
Title: President and Chief Executive
Officer