

STIVALA GROUP FINANCE P.L.C.

Memorandum and Articles of Association

**Companies Act
(Cap386 of the Laws of Malta)**

MEMORANDUM OF ASSOCIATION
OF
STIVALA GROUP FINANCE P.L.C.

NAME OF THE COMPANY

- 1 The name of the Company is Stivala Group Finance p.l.c.

REGISTERED ADDRESS

2. The Registered Office of the Company shall be situated in Malta at 143, The Strand, Gzira or at any other address as resolved by the directors from time to time

OBJECTS

3. The objects of the Company shall be the following -
 - a) To carry on the business of a finance and investment company in connection with the ownership, development, operation and financing of the business activities of the Group whether in Malta or overseas, and for such purpose: (i) to lend or advance money or otherwise give credit to any company now or hereinafter forming part of the Group, with or without security and otherwise on such terms as the directors may deem expedient, and (ii) to invest and deal with the moneys of the companies and any company now or hereinafter forming part of the Group in or upon such investments and in such manner as the directors may, from time to time, deem expedient;
 - b) To borrow or raise unlimited sums of money in such manner as the Company may think fit and in particular by the securitisation of any receivables or other assets of the Company, by the issue of bonds, debentures, commercial paper, notes or other instruments creating or acknowledging indebtedness, and to offer same on sale to the public, and to secure the repayment of any money borrowed or raised and any interest payable thereon by the hypothecation or the creation of any other charge upon the whole or the part of the moveable and immovable property of the Company, present and future,
 - c) To invest the capital and other moneys of the Company in the purchase or subscription of any stocks, shares, debentures, bonds or other securities,
 - d) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
 - e) To issue bonds, commercial paper or other instruments creating or acknowledging indebtedness and the sale or offer thereof to the public;
 - f) To guarantee the payment of moneys whether due by the Company or by any third party, or to guarantee the performance of any contract or obligation in which the Company or any company in the Group may be interested, even by hypothecation of the Company's property present and future;
 - g) To purchase, take on lease, exchange, lease or acquire movable or immovable property by any title including emphyteusis and sub-emphyteusis for the purpose of its business;
 - h) To undertake the conduct, management, agency or administration on behalf of any other person, body of persons, firm, company or partnership carrying on business of a nature similar or ancillary to the Company's business;

- i) To enter into any agreement or make any arrangement in connection with the Company's business, with any government department or other authority, corporation, company or person which is in the interest of the Company;
- j) To promote any other company or companies for the purpose of its or their acquiring all or any property and rights and undertaking any business of this Company and to pay all the expenses of and incidental to such promotion;
- k) To sell, lease or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company;
- l) To carry on any other trade or business whatsoever which can be advantageously carried on by the Company in conjunction with or ancillary to any of the above business of the Company; and
- m) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

It is hereby declared that the objects of the Company shall not be restrictively construed and the widest interpretation shall be given thereto. None of the above-described objects and powers shall be deemed to be subsidiary or ancillary to any other object or power mentioned therein. The Company shall have full authority to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the Company's objects.

Nothing in the foregoing shall be construed as empowering or enabling the company to carry out any activity or service which requires a licence or other authorisation under any law in force in Malta without such a licence or other appropriate authorisation from the relevant competent authority and the provisions of Article 77(3) of the Companies Act shall apply.

Provided also that nothing contained in the foregoing objects of the Company shall be construed so as to enable the Company to exercise investment discretion on behalf of another party; or manage or give advice relating to any investment portfolio belonging to another party; or to buy, sell, hold, market, advertise, subscribe for, underwrite or otherwise handle any security or investment vehicle as agent; or to act in the capacity of an insurance agent or broker.

CAPITAL

- 4. The authorised share capital of the Company shall be five hundred thousand Euro (€500,000) divided into five hundred thousand (500,000) ordinary shares of one Euro (€1) each.
- 5. The issued share capital of the Company shall be three hundred thousand Euro (€300,000), divided into three hundred thousand (300,000) ordinary shares of one Euro (€1) each, one hundred percent (100%) paid-up and subscribed to as follows:

Name	No. of Shares	Class of Shares
Carmelo Stivala Trustee Limited (acting as Trustee) Company Registration No. 78323 143, The Strand Gzira Malta	41,294	Ordinary
Carmelo Stivala Trustee Limited (acting as Trustee) Company Registration No. 78323 143, The Strand, Gzira, Malta	41,294	Ordinary
Carmelo Stivala Trustee Limited	41,294	Ordinary

(acting as Trustee)

Company Registration No. 78323
143, The Strand, Gzira, Malta

Carmelo Stivala Trustee Limited (acting as Trustee) Company Registration No 78323 143, The Strand, Gzira, Malta	41,294	Ordinary
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Carmelo Stivala Trustee Limited (acting as Trustee) Company Registration No. 78323 143, The Strand, Gzira, Malta	33,706	Ordinary
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Carmelo Stivala Trustee Limited (acting as Trustee) Company Registration No. 78323 143, The Strand, Gzira, Malta	33,706	Ordinary
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CLASS RIGHTS

6. All Ordinary shares shall rank *pari passu* amongst themselves for all intents and purposes.

PUBLIC COMPANY

7. The company is a public limited company and the provisions of the Companies Act (Cap. 386 of the Laws of Malta) shall be applicable accordingly.

DIRECTORS

8. The management and administration of the Company shall be managed by a Board of Directors which shall be composed of not less than two (2) and not more than ten (10) directors. The directors of the Company shall be:

Carlo Stivala
Maltese ID No. 23589M
Tal-Qroqq Mansions, Fl 4
Triq Tal-Qroqq
Msida
Malta

Martin John Stivala
Maltese ID No. 35672M
2, Orchidea, Fl 10
Triq Tal-Hriereb
Msida
Malta

Ivan Stivala
Maltese ID No. 352278M
4, Buogainvillea,
Triq l-Ornitologija
Kappara, San Gwann

Joseph Brincat
Maltese ID No.311147M
1, Gilda Court, Flat 4
Trejqa Albert M. Cassola
Swieqi

Malta

Ann Marie Agius
Maltese ID No. 0118784M
42, Tower Street,
Qrendi, QRD 1257
Malta

Michael Stivala
Maltese ID No. 499374M
7, St Anthony,
Triq San Trofimu
Sliema
Malta

Malta

Francis Gouder
Maltese ID No. 0866550M
Lotus Fl 3,
Triq itTamal, The Gardens
St. Julians STJ 1942
Malta

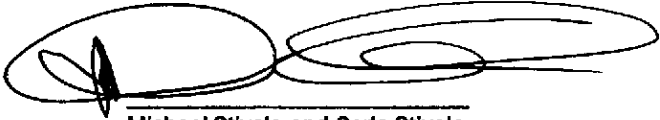
COMPANY SECRETARY

9. The Company shall have one (1) company secretary. The company secretary shall be:

Rudi Xuereb
Maltese ID No. 0124679M
109, Triq il-Ghajr
Swieqi
Malta

REPRESENTATION OF THE COMPANY

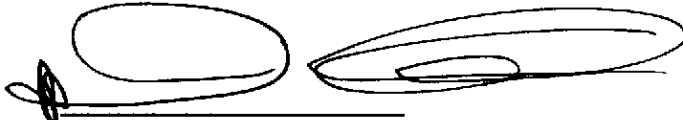
10. Deeds of whatever nature engaging the Company and all other documents purporting to bind the Company, including bank documents, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, on behalf of the Company by any one director of the Company as aforesaid at all times.
11. The Company shall be represented in judicial proceedings by any one director of the Company.
12. Without prejudice and in addition to the aforesaid, the Board of Directors may, from time to time, in particular case or cases or classes of cases, by means of an ad hoc Board resolution, delegate such representation to any person or persons to represent the Company on such deeds or documents or for such other purpose as may be specified on the said resolution, either with or without concurrent delegation for any of the above purposes.



Michael Stivala and Carlo Stivala
For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



Michael Stivala and Carlo Stivala
For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



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For and on behalf of Carmelo Stivala Trustee Limited
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For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



Michael Stivala and Carlo Stivala
For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



Michael Stivala and Carlo Stivala
For and on behalf of Carmelo Stivala Trustee Limited
Shareholder

ARTICLES OF ASSOCIATION
Stivala Group Finance p.l.c.

- 1 The following regulations shall be the sole Articles of Association of the Company, and Part I of the First Schedule of the Act shall not apply to the Company.

INTERPRETATION

- 2 In these Articles unless there is something in the subject or context inconsistent therewith
- (a) The "**Act**" means The Companies Act, Cap. 386 of the laws of Malta.
 - (b) The word "**the Company**" means this company; and the word "company" includes any commercial partnership.
 - (c) The "**Articles**" means these Articles of Association as currently applicable or as may from time to time be in force.
 - (d) "**Debt Securities**" means debentures, including, debenture stock, loan stock, bonds and other instruments creating or otherwise acknowledging indebtedness, but excluding such instruments that are issued as debt securities but have an option or right to be converted into the share capital of the Company.
 - (e) The "**Directors**" means the Directors of the Company.
 - (f) "**Equity Securities**" means a share in the Company of whatever class or a right to subscribe for, or to convert securities into shares of whatever class in the Company
 - (g) "**Exchange**" means the Malta Stock Exchange p.l.c , as originally constituted in terms of the Financial Markets Act, 1990 (Cap 345 of the Laws of Malta) having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta and bearing company registration number C-42525.
 - (h) "**Listed**" means listed or quoted on the Exchange

- (i) **"Listing Authority"** means the Malta Financial Services Authority, appointed as Listing Authority for the purposes of the Financial Markets Act, 1990, Cap 345, Laws of Malta by virtue of L.N. 1 of 2003.
- (j) **"Listing Rules"** shall mean the listing rules issued by the Listing Authority as amended from time to time.
- (k) **"Malta"** has the same meaning as assigned to it by Section 124 of the Constitution of Malta.
- (l) **"Member"** means a Member of the Company excluding preference shareholders
- (m) **"Office"** means the registered Office of the Company
- (n) **"person"** means includes natural persons, trusts, firms or partnerships, companies, corporations or other entities which are given, or are recognised as having, legal personality by the law of any country or territory, unincorporated bodies and associations (including, without limitation, joint ventures and consortia), any emanation of a sovereign state or its government, whether national, provincial, local or otherwise, any international organisation or body or any other juridical entity, in each case wherever resident, incorporated or formed.
- (o) **"Subsidiary"** of any person means any corporation, partnership, limited liability company, joint venture, association or other legal entity of which such person (either alone or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

SHARE CAPITAL AND RIGHTS

- 3.1 Without prejudice to any special rights previously conferred on the holders of any of the existing Equity Securities or class thereof, any Equity Security 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 Board of Directors may, subject to the sanction of an ordinary resolution of the Company, from time to time determine, as hereinafter provided.
- 3.2 Subject to the provisions of the Act, all Equity Securities from time to time unissued shall be at the disposal of the Members in general meeting, which may by means of an extraordinary resolution of the Members offer, allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as may be determined.

- 3.3 Subject to the sanction of an ordinary resolution of the Company, the Directors may, cause any of the Equity Securities or Debt Securities of the Company, irrespective of their class, whether issued or to be issued pursuant to these Articles, to be quoted and listed on the Exchange.
- 3.4 Subject to the provisions of the Act any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company, before the issue, may by ordinary resolution determine.
4. The rights attached to any class of Equity Securities, as is currently in force, or other classes of Equity Securities that may be created in the future, (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Equity Securities of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Equity Securities of that class. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply.
5. Unless otherwise provided in the terms and conditions of issue thereof, all Equity Securities in the Company shall be freely transferable.
6. The Company may exercise the power of paying commissions or of making discounts or allowances provided it complies with the requirements of the Act. Such commission/s may be satisfied by the payment of cash or the allotment of Equity Securities, whether partly or fully paid up, or a combination of both.
- 7.1 In respect of an Equity Security held jointly by several persons the joint holders may nominate one of them as their representative and his name will be entered in the register of members. Such person shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Equity Security so held. In the absence of such nomination, and until such nomination is made the person first named on the register in respect of such Equity

Securities shall for all intents and purposes be deemed to be the registered holder of the Equity Securities so held.

- 7.2 In respect of a debenture held jointly by several persons the joint holders may nominate one of them as their representative and his name will be entered in the register of debentures. Such person for all intents and purposes be deemed, vis-à-vis the Company, to

be the registered holder of the debenture so held. In the absence of such nomination, and until such nomination is made the person first named on the register in respect of such debentures shall for all intents and purposes be deemed to be the registered holder of the debentures so held.

8.1 Subject to the provisions of this article and unless the Members in General Meeting approve otherwise the Company in issuing and allotting new Equity Securities:

(a) shall not allot any of them on any terms to any person unless an offer has first been made to each existing Member to allot to him at least on the same terms, a proportion of those securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of Equity Securities in the Company. The offer shall be made by notice in writing specifying the number of Equity Securities offered and their value and stating a time, being not less than twenty eight (28) days, within which the offer, if not accepted, shall be deemed to have been declined; and

(b) shall not allot any of those securities to any person, unless the Members in General Meeting otherwise determine, upon the expiration of any period of offer made to existing Members in terms of Article 8.1(a) or upon a negative or positive reply from all such holders in terms thereof. Any such Equity Securities not subscribed for by the existing Members in terms of their pre-emptive right, may be offered for subscription to the general public under the same or other conditions which however cannot be more favourable than an offer made under 8.1(a).

8.2 Article 8.1 shall not apply to a particular allotment of Equity Securities if these are, or are to be, wholly or partly paid up otherwise than in cash.

8.3 A Member, shall have the right to assign in favour of third parties the right competent to him to accept an offer made to him pursuant to the provisions of Article 8.1. Any assignee of such a right shall for the purposes of this Article be considered as an existing Member in accepting an offer made in terms of Article 8.1.

8.4 The Company shall not issue or allot any Equity Securities such that such issue or allotment would dilute a substantial interest in the Company without prior approval of the shareholders in general meeting.

8.5 No Director shall be eligible to participate in the issue or allotment of new Equity Securities offered to the employees of the Company or related companies of the group of companies

of which the Company forms part without the prior approval of the shareholders in General Meeting.

- 9.1 Whenever there are preference shares in issue, the holders thereof, shall have the same rights as holders of ordinary shares in receiving notices, reports, balance sheets and in attending General Meetings
- 9.2 Without prejudice to any rights that may be granted to preference Shareholders in the relative terms of issue, preference Shareholders shall have the right to attend but not to vote at General Meetings except on a resolution
- (a) for the purpose of reducing the capital of the Company; or
 - (b) for the purpose of winding up of the Company, or
 - (c) for the purpose of any proposal submitted to the meeting which directly affects their rights and privileges; or
 - (d) for the purpose of affecting the dividend on preference shares when the dividend on their shares is in arrears for more than six (6) months.
- 9.3 Unless otherwise provided in the terms of issue of preference shares, on any resolution where, in terms of the provisions of sub-article 9.2 preference shareholders are entitled to vote, each preference share shall carry one vote.
10. The Company may, subject to such restrictions, limitations and conditions contained in the Act, acquire its own shares and other Equity Securities.

CERTIFICATES

- 11.1 With the exception of Listed Equity and Listed Debt Securities of the Company, every person whose name is entered as a Member in the register of Members shall be entitled to receive free of payment, within two (2) months after allotment or lodgement of a transfer duly stamped, or within such other period as the terms and conditions of issue may provide, a certificate for all his Equity Securities in a particular class In the event of a Member

transferring part of the Equity Securities represented by the same share certificate in his name, a new certificate in respect of the balance thereof shall be issued in his name without payment. In the event of joint holders, the Company shall not be bound to issue more than one certificate, and delivery of one certificate for an Equity Security to any one of the several joint holders thereof shall be sufficient delivery to all. Every certificate shall be signed by the secretary or some other person nominated by the Directors for the purpose and shall specify and denote the number of Equity Securities, and class, if any, to which it relates and the nominal value thereof.

11.2 The provisions of article 11.1 shall mutatis mutandis apply to certificates required to be issued by the Act or other applicable law in connection with other securities issued by the Company

12.1 In the event that any certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require, and in the case of wearing out, or defacement, or change of address of the Member, on delivery of the old share certificate, and in the case of destruction or loss, on the execution of such indemnity as is considered necessary, if at all, by the Directors. In case of destruction or loss, the person to whom such renewed certificate is given shall bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

12.2 For Listed Debt Securities or Equity Securities of the Company, the holder thereof shall be entitled to receive from the Central Securities Depository of the Exchange a document evidencing his registration as a Member or the holder of Debt Securities of the Company in the number of Equity or Debt Securities held, or such other evidence as may from time to time be prescribed by or under any applicable rules or regulations.

CALLS ON EQUITY SECURITIES

13.1 The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Equity Securities (unless the terms of issue of such Equity Securities prescribe fixed payment times),, provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days notice specifying the time/s and place for payment) pay to the Company at such time/s and place so specified, the

amount called on his Equity Securities. A call may be made payable by installments.

- 13.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be required to be paid by installments.
14. The joint holders of an Equity Security shall be jointly and severally liable for the payment of calls on their Equity Securities.
15. If a sum called in respect of an Equity Security is not paid before or on the date appointed for the payment thereof, the person from whom the sum called is still due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding the maximum rate allowed by law, as the Directors may from time to time determine. The Directors may however be at liberty to waive, whether in whole or in part, the payment of such interest.
- 16.1 Any sum which by the terms of issue of an Equity Security becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Equity Security or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 16.2 The Directors may not differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 16.3 The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Equity Securities held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such annual rate not exceeding the maximum rate allowed by law, as may be agreed upon between the Directors and the Members paying such sum in advance
17. The entitlement to receive any dividend and/or the right to exercise any privilege as a Member including the right to vote at general meetings, shall be suspended until the said Member shall have paid all calls for the time being due and payable on every Equity Security held by him, together with interests and expenses, if any.

TRANSFER AND TRANSMISSION OF EQUITY SECURITIES

- 18.1 All transfers of Listed Equity Securities shall be subject to the rules and regulations of the Exchange from time to time.
- 18.2 Any unlisted Equity Securities may be transferred by an instrument in writing. The instrument of transfer of any Equity Security shall be executed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain a holder of the Equity Security until the name of the transferee is entered in the register of Members in respect thereof. In no case may a part of an Equity Security constitute the object of a transfer.
19. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any one calendar year.
20. In the case of the death of a Member, his Equity Securities shall devolve upon his successors by will or by operation of law as the case may be, but nothing herein contained shall release the person or persons to whom the Equity Securities shall devolve, whether sole or joint, from any liability in respect of any Equity Security solely or jointly held by him.
- 21.1 Any person becoming entitled to a Listed Equity Security in consequence of the death of a Member shall, upon producing such evidence of his title as the Exchange may from time to time require, have the right to be registered himself as the holder of the share.
- 21.2 Any person becoming entitled to an unlisted Equity Security in consequence of the death of a Member shall, upon producing such evidence of his title as the Directors may from time to time require, have the right to be registered himself as the holder of the Equity Security or to make such transfer thereof as the deceased Member would have himself been entitled.
- 21.3 In the case of unlisted Equity Securities, if a person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the Equity Security. All the provisions relating to the transfer of Equity Securities in these Articles shall be applicable to such transfer.

PROVIDED that the Directors in the case of unlisted Equity Securities, may at any time give notice requiring any such person to elect either to be registered himself or to transfer the

Equity Security, and if the notice is not complied with within ninety (90) days, the Directors may thereafter withhold payments of all dividends, bonuses or other moneys payable in respect of the Equity Security until the requirements of the notice have been complied with.

22. A person becoming entitled to an Equity Security by reason of the death of the holder shall be entitled to the same dividends and other rights and advantages to which he would be entitled if he were the registered holder of the Equity Security, except that he shall not before being registered as a Member in respect of the Equity Security be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company;

FORFEITURE OF EQUITY SECURITIES

23. If a Member fails to pay any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any call or part thereof remains unpaid, require payment of so much of the call or installment as is unpaid, together with any interests which may have accrued, by means of a notice which shall also name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before, the time appointed, the Equity Securities in respect of which the call was made will be liable to forfeiture.
24. If the requirements of such notice as aforesaid are not complied with, any Equity Security in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. The Member shall however retain the right to all dividends declared before the call was made and which have not been paid, as well as the right to dividends declared after the call but before the date of forfeiture in which latter case however, his right shall only extend proportionately up to the amount actually paid by him. This without prejudice to any subtraction, from such dividend/s due to him, of all sums of money payable by him to the Company on account of calls or otherwise in relation to Equity Securities of the Company as provided in these Articles.
25. A forfeited Equity Security may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and the Company may receive the consideration, if any, given for the Equity Security on any sale or disposal thereof and may execute a transfer in favour of the person to whom the Equity Security is sold or disposed of, who shall thereupon be registered as a holder of the Equity Security. At any time before a sale or disposal, the forfeiture may be cancelled on such terms as the Directors may deem fit.

PROVIDED that while forfeited Equity Securities remain with, or under the control of, the Company they shall carry no voting rights, and shall be subject to the provisions of section 109 of the Act.

- 26 A person whose Equity Securities have been forfeited shall cease to be a Member in respect of the forfeited Equity Securities, but shall, notwithstanding, remain liable to pay to the Company all the moneys which, at the date of the forfeiture were due and payable by him to the Company in respect of the Equity Securities. His liability shall however cease if and when the Company shall have received payment in full of all such moneys in respect of the Equity Securities

CONVERSION OF EQUITY SECURITIES INTO STOCK

27. The Company may by ordinary resolution convert any paid-up Equity Securities into stock, and re-convert any stock into paid-up Equity Securities of any denomination, provided that in the case of Listed Equity Securities it shall comply with the rules and regulations of the Exchange as in force from time to time in making any such conversion or reconversion
28. The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances permit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
29. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets upon a winding up) shall be conferred by any amount of stock which would not, if existing in shares have conferred that privilege or advantage.
30. Such of the regulations of the Company as are applicable to paid up shares shall apply to stock, and the words share and Member therein shall include "stock" and "stockholder".

PLEDGING OF EQUITY SECURITIES AND DEBT SECURITIES

31. Subject to the provisions of the Act and to the applicable terms of issue, any Equity Securities and/or Debt Securities of the Company may be pledged by the registered holder thereof in favour of any person as security for any obligation. Provided that any terms of issue of Equity Securities and/or Debt Securities may provide that the securities issued pursuant thereto may not be the subject of a pledge.

REGISTER OF MEMBERS

- 32.1 Unless otherwise provided for in any law, rule or regulation, the register of Members for Listed Equity Securities of the Company or any other register for listed Equity Securities and/or listed Debt Securities shall be kept at the Exchange.
- 32.2 The register of Members for unlisted Equity Securities of the Company not falling under article 32.1 above or any other register for Equity Securities and/or Debt Securities to which article 32.1 above does not apply shall be kept at the registered office of the Company
- 32.3 Any register referred to in articles 32.1 and 32.2 shall be available for inspection in accordance with section 125 of the Act at the registered office of the Company

GENERAL MEETINGS

- 33.1 Subject to the provisions of the Act the annual general meetings of the Company shall be held at such time and place as the Directors shall appoint.
- 33.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.
34. The Directors may convene an extraordinary general meeting whenever they think fit. Extraordinary general meetings may also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not in Malta sufficient Directors capable of acting to form a quorum, any Director, or any two Members of the Company, 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.

35. A general meeting of the Company shall be deemed not to have been duly convened unless at least 14 (fourteen) days notice has been given in writing, to all those Members entitled to receive such notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it was given, and shall specify the place, the day and the hour of the meeting, and in case of extraordinary business or special business, the general nature of the business, and shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such extraordinary business.

36.1 Notice of every general meeting shall be given to:

- (a) every registered Member except those Members who (having no registered address in Malta) have not supplied the Company an address for the giving of notices to them, and
- (b) the preference Shareholders, and
- (c) the Directors, and
- (d) the auditor or auditors for the time being of the Company.

Without prejudice to the provisions of article 9.2 of these articles, no other persons shall be entitled to receive notice of general meetings.

36.2 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 of a meeting.

37. All business shall be deemed special that is transacted at an extraordinary general meeting, and also that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and the auditors, the election of Directors, the appointment of auditors and the fixing of the remuneration of Directors and the Auditors.

38. No business shall be transacted at any general meeting unless a quorum of Members is present, in person or by proxy, at the time when the meeting proceeds to business, save as herein otherwise provided Members holding in the aggregate not less than 51% of the nominal value of the share capital of the Company entitled to attend and vote at the meeting, shall constitute a quorum.

39. If within half an hour from the time appointed for the commencement of the meeting, a quorum is not present, the meeting howsoever called, 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 if at the adjourned meeting a quorum is not yet present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum.

- 40 The Chairman of the board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within twenty (20) minutes from the time appointed for the commencement of the meeting, or is unwilling to act, the Directors present shall elect one of their number, to be chairman of the meeting.
- 40.1 At the commencement of any General Meeting, whether annual or extraordinary, the chairman may lay down to the meeting the procedure which shall be adopted for the proceedings of that meeting. Such procedure shall be binding on the meeting.
41. If at any meeting no Director is willing to act as chairman or if no Director is present within thirty (30) minutes after the time appointed for the commencement of the meeting, the Members shall choose one of their number to be chairman of the meeting.
42. The chairman may, with the consent of any meeting at which a quorum is present, (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unattended or unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- 43 At any general meeting a resolution put to the vote shall be determined and decided by a show of hands, unless a poll is demanded before or on the declaration of the result of a show of hands by the chairman of the meeting, or by any Shareholder or Shareholders present in person or by proxy and representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote at the meeting; or by a Shareholder or Shareholders holding Shares in the Company conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid on all the Shares conferring that right.

Unless a poll be so demanded, a declaration by the chairman 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 minute book is made, it shall be conclusive evidence of the fact without need for the proof of the number or proportion of the votes recorded in favour of or against such resolution.

PROVIDED that where a resolution requires a particular majority in value, the resolution shall not be deemed to have been passed on a show of hands by the required majority unless there be present at that meeting, whether in person or by proxy, a number of Members holding in the aggregate the required majority as aforesaid.

The demand for a poll may be withdrawn.

44. Except as provided in Article 46, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
45. In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall have a second or casting vote.
46. A poll demanded on the election of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
47. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person shall have one vote, and on a poll every Member shall have one vote for each Equity Security carrying voting rights of which he is the holder. On a poll votes may be given either personally or by proxy.
48. No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of Equity Securities in the Company have been paid.
49. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
50. The instrument appointing a proxy shall be deposited at the registered office of the Company or at any other place in Malta as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or in the case of a poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

51. An instrument of proxy shall be in such form as would allow the Member appointing a proxy to indicate how he would like his proxy to vote in relation to each resolution.
52. The instrument appointing the proxy shall be deemed to confer authority to demand or join in demanding a poll.

PROVIDED that the appointed proxy attends the meeting or any adjournment thereof.

- 52.1 Where a Member specifies in the proxy form how his proxy is to vote, the proxy form itself shall constitute the vote.

PROVIDED that the appointed proxy attends the meeting or any adjournment thereof.

53. An extraordinary resolution shall be a resolution which complies with Section 135 of the Act, namely a resolution which

- (i) has been taken at a General Meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution and the principal purpose thereof has been duly given, and
- (ii) has been passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five per cent in nominal value of the Equity Securities represented and entitled to vote at the meeting and at least fifty one per cent in nominal value of all the Equity Securities entitled to vote at the meeting.

PROVIDED that, if one of the aforesaid majorities is obtained but not both, another meeting shall be convened within thirty days in accordance with the provisions for the calling of meetings to take a fresh vote on the proposed resolution. At the second meeting the resolution may be passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five per cent in nominal value of the Equity Securities represented and entitled to vote at the meeting. However, if more than half in nominal value of all the Equity Securities having the right to vote at the meeting is represented at that meeting, a simple majority in nominal value of such Equity Securities so represented shall suffice.

- 53.1 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly

convened and held. Assent given by facsimile or telex or jointly or severally by the Members shall be sufficient for the purposes of this Article

DIRECTORS

54.1 The administration and management of the Company shall be conducted by the Board of Directors.

54.2 All Directors of the Company shall be individuals.

55.1 The Directors of the Company shall be appointed as follows:

- (a) A Shareholder holding not less than twenty-five per cent (25%) of the issued share capital of the Company having voting rights or a number of shareholders who between them hold not less than twenty-five per cent (25%) of the issued share capital of the Company having voting rights (a "Qualifying Shareholding") shall be entitled to appoint one (1) Director for every such Qualifying Shareholding, by letter addressed to the Company.
- (b) Any Shareholder who does not qualify to appoint Directors in terms of the provisions of paragraph (a) of this sub-article 55.1, and who has not aggregated his holdings with those of other Shareholders for the purposes of appointing a Director(s) pursuant thereto, shall be entitled to participate and vote in an election of Directors to take place once in every year at the Annual General Meeting of the Company.
- (c) Shareholders entitled to appoint Directors pursuant to the provisions of sub-article 55.1(a) shall not be entitled to participate in the election of Directors in terms of paragraph (b) of this sub-article.
- (d) the Board of Directors, once constituted following the appointments made pursuant to the provisions of articles 55(1)(a) and 55(1)(b), may if there are still vacancies on the board, co-opt to the board of directors other members on the board subject to the maximum number of directors required under the memorandum of association.
- (e) The Chairman shall be appointed by the directors at their first meeting following the annual general meeting in each year, save for the first chairman who shall retain the post of chairman until such time as he or she resigns or is earlier removed in accordance with the provisions of these articles regulating the removal of directors.

55.2 At an election of directors voting rights attaching to a Equity Security are indivisible. Accordingly a Member may cast the vote attaching to a Equity Security for one nominee only.

- 56.1 Without prejudice to the provisions of article 55 1(c), unless appointed for a longer or shorter period, or unless they resign or are removed, Directors appointed pursuant to article 55.1 (a) shall hold office for a period of one (1) year. Provided that no appointment may be made for a period exceeding three (3) years. Notwithstanding the period for which a Director has been appointed, on the lapse of such period a Director will be eligible for re-appointment.
- 56.2 An election of Directors pursuant to Article 55.1(b) shall take place every year, if there are vacancies on the board which are not filled by the appointment of directors pursuant to article 55.1(a).
- 56.3 The Company shall give at least fourteen (14) days' notice to its Members to propose nominations of candidates for the election of Directors. Such notice may be given by the publication of an advertisement in at least two (2) daily newspapers. All such nominations shall on pain of nullity have to be submitted on the prescribed form together with the acceptance of the person to be nominated as Director, which has to reach the Company Secretary not less than fourteen (14) prior to the date of the meeting appointed for such election.
- 56.4
- (a) For the election of Directors mentioned in Article 55.1 (b) every Member entitled to vote in terms of that article shall be entitled to nominate one (1) person to stand for the Election of Directors. Such nominee must be seconded by at least one other Member holding at least one (1) Equity Security in the Company having voting rights.
- (b) In the event that there are as many nominations as there are vacancies or less, no elections will take place and those nominees will be automatically appointed Directors.
- 56.5 At the first meeting of the Directors following an annual general meeting the Directors shall appoint one of their number to be Chairman of the Board of Directors
57. Any Director may be removed at any time by the Company in General meeting.
- 58 The Director who is to be removed in accordance with Article 57 shall be given the opportunity of making representations to the general meeting at which a resolution for his removal is to be taken.
- 59 Without prejudice to the provisions of the Act, the office of a Director shall '*ipso facto*' be vacated.-
- (a) if, by notice in writing to the Company, he resigns from the office of Director; or

- (b) if he absents himself from the meetings of the Directors for a continuous period of three (3) calendar months without leave of absence from the Directors and the Directors pass a resolution that he has, by reason of such absence, vacated office, or
- (c) if he violates the declaration of secrecy required of him under the Articles and the Directors pass a resolution that he has so violated the declaration of secrecy; or
- (d) if he is prohibited by or under any law from being a Director; or
- (e) if he is removed from office pursuant to the Articles or the Act, or
- (f) if he becomes of unsound mind, or is convicted of any crime punishable with imprisonment, or is declared bankrupt during his term of office.

A resolution of the Directors declaring a Director to have vacated office as aforesaid, in sub-clauses (b) and (c), shall be conclusive as to the fact and the grounds of vacation stated in the resolution.

60. Any vacancy among the Directors may be filled by the co-option of another person to fill such vacancy. Such co-option shall be made by the Board of Directors. Any vacancy among the Directors filled as aforesaid shall be valid until the conclusion of the next annual general meeting, wherein such person shall be eligible for re-election. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with the Memorandum as the necessary quorum of Directors, the continuing Directors may act for the purpose of filling such vacancies or of summoning a general meeting of the Company, but not for any other purpose.
61. A Director may by letter addressed to the Chairman of the board of Directors appoint an alternate director to act instead of him at meetings of the Directors, and may at any time by letter addressed to the Chairman remove such alternate director. An existing Director may be appointed as an alternate to another Director in which case his rights as alternate, including the right to vote, shall be additional to his rights as Director.

The alternate director need not be a serving Director of the Company.

62. The Directors shall have the power to appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in them) and for such periods and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may deem fit, and may also authorise any such attorney to delegate all or any of his powers, authorities, and discretions vested in him.

63. The maximum aggregate emoluments of all Directors in any one financial year, and any increases thereto, shall be such amount as may from time to time be determined by the Company in general meeting, and any notice convening the general meeting during which an increase in the maximum limit of such aggregate emoluments shall be proposed, shall contain a reference to such fact.
64. 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 Directors or other committee appointed under Article 62, or general meetings of the Company or in connection with the business of the Company.
65. A Director shall not be required to have a shareholding qualification, but this notwithstanding, a Director who is not a Member shall be entitled to attend and speak at general meetings of the Company; however, except as provided for in the Articles, he shall not be entitled to vote.
66. Subject to the applicable provisions of the Articles, the Directors may exercise all the powers of the Company to borrow money and to hypothecate or charge its undertaking, property and uncalled capital or any part thereof, and to issue Equity Securities and Debt Securities on such terms, in such manner and for such consideration as they think fit, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- Provided that the Members in general meeting may, from time to time, restrict and limit the aforesaid powers of the Directors, in such manner as they may deem appropriate.
67. The Directors shall exercise their powers, subject to the regulations set out in the Articles and the Act and the rules and regulations of the Exchange or listing authority having competence in respect of the Equity Securities and/or Debt Securities, as may be in force from time to time; and subject to such regulations, not inconsistent with the aforesaid, as may be prescribed by the Company in general meeting. Provided no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made
68. The Directors of the Company shall be obliged to disclose their interest in a contract with the Company in accordance with article 145 of the Act. Furthermore, a Director shall not vote at a meeting of Directors in respect of any contract, arrangement or proposal in which he has a material interest.
69. The Directors shall cause minutes to be kept in books provided for the purpose:

- (a) of all appointments of officers made by the Directors,
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors;
- (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

PROCEEDINGS OF DIRECTORS

70. The Directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have an additional or casting vote. The Chairman **may**, at any time summon a meeting of the Directors. The Secretary **shall**, on the written requisition of not less than two (2) Directors, summon a meeting of the Directors.
71. The quorum necessary for the transaction of business shall be such number of Directors as constitutes for the time being a majority of the Members appointed on the board, present in person or by their alternate. In the case of any matters in which any one or more of the Directors have an interest, the quorum shall be reduced to such number of Directors as constitutes for the time being a majority of the Members appointed on the board, present in person or by their alternate, and not having an interest in the matter being discussed.
72. Notice of every meeting of the board of Directors shall be given to all Directors of the Company and, save as hereinafter provided, shall in no case be of less than three (3) days. Notice of meetings of Directors to any Director for the time being absent from Malta shall be given at his address in Malta (or last known address) and at his address abroad (provided that such Director has duly informed the Company of such latter address.) The requirement of such notice may be waived by a decision of **ALL** Directors entitled to receive notice and vote at a meeting of the Directors. A Director may give his consent to such waiver of notice, by way of fax, telex, or other means of readable communication.
73. If at any time the Chairman is not present within thirty (30) minutes after the time appointed for the meeting, the Directors may choose one of their number to chair the meeting.
74. The Directors may from time to time appoint one or more of their body to the office of Chief Executive Officer for such period, not exceeding such director's term of office as a Director, and on such terms and conditions as they deem fit, and subject to any agreement entered into in any particular case, may revoke such appointment. The appointment of a Chief Executive Officer shall be automatically determined if he ceases for any cause to be a Director.

75. The Directors may entrust to and confer upon a Chief Executive Officer any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.
76. The Board of Directors shall have power to transact all business of whatever nature not expressly reserved by the Memorandum and Articles of Association of the Company to be exercised by the Company in general meeting or by any provision contained in any law for the time being in force.
77. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Directors.

SECRETARY

78.

- (a) Without prejudice to the provisions of the Act regulating the appointment and functions of the Company Secretary, the appointment or replacement of the Company Secretary and the conditions of holding office shall be determined by the directors. The Company Secretary shall be responsible for keeping:
- (i) the minute book of general meetings of the Company,
 - (ii) the minute book of meetings of the board of Directors,
 - (iii) the register of Members,
 - (iv) the register of debentures; and
 - (v) such other registers and records as the Company Secretary may be required to keep by the Board of Directors
- (b) The Company Secretary shall:
- (i) ensure that proper notices are given of all meetings, and
 - (ii) ensure that all returns and other documents of the company are prepared and delivered in accordance with the requirements of the Act.

DIVIDENDS & RESERVES

79. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
80. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

81. No dividend shall be paid otherwise than out of the profits of the Company available for distribution.
82. Without prejudice to the relevant provisions of the Act, the Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution any such sum 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 (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they think prudent not to divide.
83. Subject to any rights of persons, if any, entitled to Equity Securities with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Equity Securities in respect whereof the dividend is paid but no amount paid or credited as paid on the Equity Security in advance of calls shall be treated for the purpose of this regulation as paid on the Equity Securities. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Equity Securities during any portion or portions of the period in respect of which the dividend is paid; but if any Equity Security is issued on terms providing that it shall rank for dividend as from a particular date, such Equity Security shall rank for dividend accordingly.
84. The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Equity Securities of the Company.
85. Any dividend or other moneys payable in respect of a Equity Security may be paid by cheque or warrant sent through the post and directed to the registered address of the holder or, in the case of an Equity Security held jointly by more than one person, to the registered address of the person named in the register of Members;

PROVIDED that where the address of a Member is not known the dividend is to be kept by the Company for collection by the Member entitled to such dividend or for remittance when the address of the said Member is made known to the Company.

PROVIDED FURTHER that, in the case of an Equity Security held by joint holders, any one of such holders may give an effective and valid receipt for all dividends and payments on account of dividends and payments in respect of such Equity Security. Every such cheque or warrant shall be made payable to the person to whom it is sent and payment of the cheque

or warrant shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

86.1 No dividend shall bear interest against the Company

86.2 Any amount paid up in advance of calls on any Equity Security may carry interest but will not entitle the holder of the Equity Security to participate in respect of such amount in any dividend.

ACCOUNTS

87.1 The Directors shall from time to time determine whether and to what extent, time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, no Member (not being a Director) shall have any right of inspecting any account, or book or document except as conferred by law or authorised by the Directors or by the Company in general meeting.

87.2 The Directors shall cause a printed copy of the profit and loss account and balance sheet, together with any Directors' report attached thereto, in any such form as the Listing Authority may from time to time determine to be delivered or sent by post to every Member of the Company and other persons entitled to receive notices of General Meetings, at least fourteen (14) days prior to the Annual General Meeting.

CAPITALISATION OF PROFITS

88. Without prejudice to the relevant provisions of the Act, the Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Equity Securities held by such Members respectively or paying up in full unissued Equity Securities or debentures of the Company to be allotted, distributed and credited as fully paid up to and amongst such Members in the proportion aforesaid, and the Directors shall give effect to such resolution;

PROVIDED that a share premium account and a capital redemption reserve fund, for the purposes of this regulation, may only be applied in the paying up of unissued Equity Securities to members of the Company as fully paid bonus shares;

PROVIDED FURTHER that the Directors may in giving effect to such resolution make such provision by payment in cash or otherwise as they deem fit.

NOTICE

- 89.1 A notice may be given by the Company to any Member by sending it by post to his registered address in Malta, or if he has no such registered address in Malta, to the address, if any, supplied by him to the Company to receive notice thereat. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and mailing a letter containing the notice, and to have been effected at the expiration of twenty-four (24) hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 89.2 A notice may be given to the joint holders of an Equity Security by giving the notice to the holder of such Equity Security first named in the register of Members.
90. Any notice required to be given by the Company to the Members or any of them, and not expressly provided for by these Articles, shall be sufficiently given if given by advertisement.
- 91.1 Any notice required to be or which may be given by advertisement shall be advertised once only in two (2) daily newspapers one in the Maltese and one in the English language
- 91.2 If postal services in Malta shall be curtailed or suspended so that the Company is unable to give effective notice by post of a general meeting, notice of a general meeting may be given by advertisement as provided in the preceding paragraph and shall be deemed to have been given on the day of publication therein mentioned. In such event the Company shall as soon as practicable (and, if able to do so prior to the date of the general meeting) send notice by post to all Members.
92. The signature to any notice to be given by the Company may be written or printed.

SECRECY

93. Without prejudice to the Professional Secrecy Act, 1994, every Director, secretary, auditor and employee of the Company shall observe strict secrecy with regard to all dealings, transactions and other matters of a confidential nature of and concerning the Company and with regard to all transactions of the Company with its customers, the state of their accounts and matters relating thereto, except when required or authorised to disclose particulars thereof by the Directors, the person to whom such matters relate, or by law and except in so far as may be necessary in order to comply with any of the provisions of these Articles; and every Director, secretary, auditor or employee shall sign a declaration to the above effect in such form as the Directors may from time to time prescribe.

WINDING-UP

94.1 All holders of ordinary shares shall rank "pari passu" upon any distribution of assets in a winding up. The holders of preference shares of the Company shall at all times rank prior to the holders of ordinary shares upon any distribution of assets in a winding up. As between the holders of different issues of preference shares they shall rank in accordance with the relative terms of issue of those preference shares.

94.2 Unless the Members in General Meeting approve otherwise, upon the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator. Any amount which the Directors propose to pay to a liquidator shall be notified to all Members at least seven (7) days prior to the meeting at which it is to be considered.

INDEMNITY

95. Every Director, agent or secretary, the Chief Executive Officer and in general any officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings related to the Company's business or affairs, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

For the above purpose the Company may take up an Insurance Policy with a reputable Insurance Company.

GENERAL

96. All the above Articles are subject to the overriding provisions of the Act and the Listing Rules, except in so far as any provisions contained in any one of these laws permits otherwise; and the generality of any of the above provisions shall, in its interpretation, be restricted as is necessary to be read in conformity with any and all of the provisions of any of these laws.

97. In the event that any of the Company's securities are listed, no deletion, amendment or addition to any of these Articles shall have effect unless prior written approval has been sought and obtained from the Listing Authority for such deletion, amendment or addition.



Michael Stivala and Carlo Stivala
For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



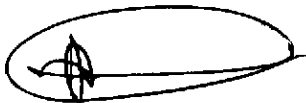
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For and on behalf of Carmelo Stivala Trustee Limited
Shareholder



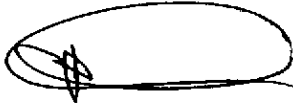
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