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**BEST DEAL PROPERTIES HOLDING P.L.C.**  
C 88974

64, J.L. Buildings, Office 5, Luqa Road, Paola PLA 9045, Malta

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CASH OFFICE

Extract of the minutes of an Extraordinary General Meeting of Best Deal Properties Holding P.L.C. (the "Company"), held on 28 June 2019

**IT WAS RESOLVED THAT:**

1. The authorised share capital of the Company be and is hereby increased from three hundred thousand Euro (€300,000) divided into three hundred thousand (300,000) ordinary shares of one Euro (€1) each to three hundred fifty thousand Euro (€350,000) divided into three million five hundred thousand (3,500,000) ordinary shares of ten Euro cents (€0.10) each
  
2. The issued share capital of the Company be and is hereby changed from two hundred and fifty thousand Euro €250,000 divided into two hundred and fifty thousand (250,000) ordinary shares of one Euro (€1) each, to two hundred and fifty thousand Euro (€250,000) divided into two million five hundred thousand (2,500,000) ordinary shares of ten Euro cents (€0.10) each, as follows.
 

i.	Christopher Attard (ID No 0402867M)	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
ii.	Pierre Bartolo (ID No. 0037765M)	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
p		
iii.	Erskine Vella (ID No. 0191778M)	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
iv	RCJ Investments Limited (C88743)	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
  
3. The composition of the Board of Directors be increased from a maximum of seven (7) Directors to a maximum of eight (8) Directors
  
4. The Memorandum and Articles of Association of the Company be replaced *in toto* with the ones attached hereto and marked as Annex A.
  
5. Any Director and/or the Company Secretary of the Company be and is hereby authorised to issue and authenticate a certified copy of this resolution and the Memorandum and Articles of Association, and to execute any and all appropriate forms and other documentation as may be necessary under the Act in order to give effect to and formalise the matters herein approved, and

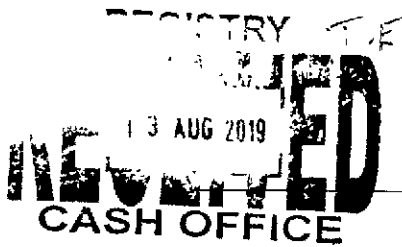
to deliver and register the same at the Registry of Companies together with any prescribed fees that may become payable and due by the Company to the Registrar of Companies pursuant to the increase of authorized share capital

**Certified True Extract**

A handwritten signature in black ink, appearing to be 'R. Zammit Pace', written over a horizontal line.

Dr Roderick Zammit Pace  
Company Secretary

12 August 2019



**MEMORANDUM OF ASSOCIATION  
OF  
BEST DEAL PROPERTIES HOLDING P.L.C.**

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**Name**

1. The name of the Company shall be Best Deal Properties Holding P.L.C.

**Registered Office**

2. The registered office of the Company shall be at 63 J.L. Buildings, Office 5, Luqa Road, Paola PLA 9045, Malta, or at such other address as the Board of Directors may from time to time determine.

**Objects**

3. The objects for which the Company is constituted are: -
  - (a) to carry on the business of a finance company and in particular but without prejudice to the generality of the foregoing the financing or re-financing of the funding requirements of the business of the group of companies of which the Company forms part;
  - (b) to acquire, by any title whatsoever, and to take on lease or sub-lease, and to dispose of by any title whatsoever, grant and/or lease or sub-lease and hold property of any kind, whether movable or immovable, whether in Malta or anywhere else in the world.
  - (c) to acquire and hold, buy and/or sell securities, membership interests, rights, stocks, bonds, debentures or securities of or in any company, partnership or body of persons (whether such securities or interests be fully paid or not) where the so doing may seem desirable in the interests of the Company, and in such manner as may from time to time be determined, solely in the name of, for and on behalf of the Company;
  - (d) to obtain loans, overdrafts, credits and other financial and monetary facilities without limit and otherwise borrow or raise money in such manner as the Company shall think fit, whether as sole borrower or jointly with other persons, and to provide by way of security for the repayment of the principal and interest thereon and the fulfilment of any of the Company's obligations, a hypothec, pledge, privilege, lien and/or mortgage or other security interest over the assets of the Company
  - (e) to guarantee the obligations of one or more of its subsidiaries, and to secure such guarantee by means of a hypothec, pledge, privilege, lien and/or mortgage or other security interest over the assets of the Company.
  - (f) 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,

- (g) 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,
- (h) to do all such other things which are incidental or conducive to the attainment of the above objects or of any of them.

In attaining its objects, the Company shall have the following powers: –

- (a) to acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which may seem capable of being advantageously combined with or of complementing any activity of the Company, or of any person or company possessed of property suitable for any purpose of the Company to appoint agents of the Company in any part of the world,
  - (b) to invest and deal with the moneys of the Company not immediately required in such investments and other property whatever and wherever as may from time to time be thought fit, and to hold, sell or otherwise dispose of any such investments;
  - (c) to sell, lease, charge, hypothecate or otherwise dispose of the business, undertaking, assets or property of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company;
  - (d) to employ any number of workers for the purposes for which the Company is established and to remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of Equity Securities or securities of the Company, credited as paid up in full or in part or otherwise,
  - (e) to establish agencies and branches, both in Malta and abroad and appoint agents and others to assist in the conduct or extension of the Company's business and to regulate and discontinue the same;
  - (f) to carry on any business which the Company is authorised to carry on by means or through the agency of any companies, whether subsidiary or otherwise, and to enter into any arrangement with any such company for taking the profits and/or bearing the losses of any business so carried on, or for financing any such company or guaranteeing its liabilities which financing or guarantee shall be described, or to make any other arrangement which may seem desirable to such business;
  - (g) to lend and advance money or give credit to such persons and on such terms as may seem expedient to the Company where necessary and in relation to the business of the Company,
  - (h) to procure the Company to be registered or recognised in any country or state abroad and to obtain any provisional order, enactment, or other legislative or executive Act of any state or other authority for enabling the Company to carry out any of its objects;
  - (i) to grant pensions, allowances, gratuities and bonuses to directors, ex-directors, officers, ex-officers, employees or ex-employees of the Company or the dependants or relatives of such persons;
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- (j) to pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion of the Company and the issue of its capital,
- (k) to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- (l) to cause any or all of the Equity Securities of the Company, whether issued or to be issued to be quoted and listed on any recognised Exchange, including multilateral trading facilities, such as Prospects MTF;
- (m) to issue bonds, commercial paper or other instruments creating or acknowledging indebtedness and the sale or offer thereof to the public and cause them to be listed;
- (n) to do all such other things as may be deemed to be ancillary, incidental or conducive to the attainment of the above objects or any one of them including the right of unlimited borrowing powers by the Directors for the time being of the Company.

The objects and powers set forth in this clause shall not be restrictively construed but the widest interpretation shall be given thereto. None of the above described objects and powers shall be deemed subsidiary or ancillary to any other object or power mentioned therein. The Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

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.

The objects and powers of the Company as specified in each of the foregoing paragraphs of this Clause (except only if and insofar as otherwise provided in any paragraph) shall be separate and distinct objects and powers of the Company and shall not in any way be limited by reference to any other paragraph or the order in which the same occur or the name of the Company

### **Share Capital**

- 4.1 The Authorised Share Capital of the Company is three hundred fifty thousand Euro (€350,000) divided into three million five hundred thousand (3,500,000) Ordinary Shares of ten Eurocents (€0.10) each
  - 4.2 The Issued Share Capital of the Company is two hundred and fifty thousand Euro (€250,000) divided into two million five hundred thousand (2,500,000) Ordinary Shares of ten Eurocents (€0.10) each, which have been subscribed for, allotted and paid up as follows:-
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Christopher Attard (ID No. 0402867M) 3, Mon Repos, Triq Maria de Dominicis, Santa Lucija, Malta	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
Pierre Bartolo (ID No. 0037765M) 19, Clover, Triq il-Qawsalla, Swieqi, Malta	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
Erskine Vella (ID No. 0191778M) Valley View Court, 4, Triq il-Friefet, Marsaskala, Malta	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)
RCJ Investments Limited (C88743) 57, 'Sabar' Flat 2, St. Joseph Street, St Paul's Bay SPB 3541, Malta	625,000 Ordinary Shares of EUR 0.10 each (100% paid up)

- 4.3 All ordinary shares shall be entitled to attend and vote at General Meetings, whereupon each Ordinary Share shall be entitled to one vote.
- 4.4 The Company is authorised to acquire other than by subscription any of its fully paid-up shares, subject to all relevant provisions under the Act.

### Public Company

5. The Company is a public limited liability company and the provisions of the Act shall be applicable accordingly.

### Directors

- 6 The affairs of the Company shall be managed by a Board of Directors composed of not less than four (4) directors and not more than eight (8) directors appointed in accordance with the provisions of Article 94 *et seq.* of the Articles of Association of the Company. The directors of the Company are:

**Christopher Attard** (ID No 0402867M)  
3, Mon Repos,  
Triq Maria de Dominicis,  
Santa Lucija, Malta

**John Buttigieg** (ID No 0636656M)  
19, Newton Heath,  
Triq il-Garra,  
Swieqi, Malta

**Pierre Bartolo** (ID No. 0037765M)  
19, Clover,  
Triq il-Qawsalla,  
Swieqi, Malta

**Erskine Vella** (ID No. 0191778M)  
Valley View Court, No.4,  
Triq il-Friefet,  
Marsascala, Malta

**Mario Galea** (ID No 0522554M)  
35, Triq Tal-Mielah  
Madliena, is-Swieqi Malta

**James Bullock** (ID. No 0659657M)  
35, The Oak, Triq il-Flora  
H'Attard, Malta

**Maria Carmela**  
**k/a Marlene Seychell** (ID No. 0600063M)  
51, Triq Tal-Franciz  
Swieqi, Malta

### **Legal and Judicial Representation**

- 7.1 The legal representation of the Company shall be vested in any two (2) directors, acting jointly.

In addition, and without prejudice to the aforesaid, the legal representation of the Company may be vested in any other person or persons authorised and deputed by the Board from time to time. For the purpose of this clause 7.1, "legal representation" shall include, but not be limited to, the power to enter into, sign and execute any notarial deed, contract, private agreement of whatsoever nature and all other documents purporting to bind the Company as well as to sign, drawn, accept, endorse or otherwise execute all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company.

- 7.2 The judicial representation of the Company shall be vested in any two (2) directors, acting jointly, provided that no proceedings may be instituted by the Company without the prior sanction of the board of directors. Nothing herein contained shall prevent the board of directors from ratifying any judicial action taken in anticipation of its approval.

- 7.3. Without prejudice to the provisions of clauses 7.1 and 7.2 above, the Directors shall have the power to appoint any person to be the attorney of the Company for such purposes and with such powers (including the judicial and/or legal representation of the Company), 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 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

### **Duration of the Company**

8. The Company is incorporated for an indefinite term.

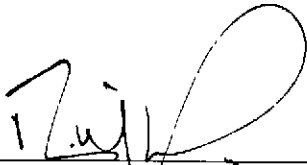
### **Company Secretary**

9. The company secretary is Dr Roderick Zammit Pace, holder of Maltese identity card 460073M of 22, Triq il-Majjistral, Madliena, Swieqi, Malta.
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**Limited Liability**

10. The liability of the members is limited to the amount, if any, remaining unpaid on shares held by them.

Certified True Extract

A handwritten signature in black ink, appearing to read 'R. Zammit', written over a horizontal line.

Dr Roderick Zammit Pace  
Company Secretary

28 June 2019

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**ARTICLES OF ASSOCIATION  
OF  
BEST DEAL PROPERTIES HOLDING P.L.C.**

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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 the Company's Memorandum of Association (the "**Memorandum**") and in the Articles of Association the following terms shall have the meanings set out hereunder unless the context requires otherwise:
    - a. "**Act**" or "**CA**" means the Companies Act, Cap 386 of the Laws of Malta and any modification or re-enactment thereof for the time being in force,
    - b. "**Admission**" means admission to listing and/or trading on the Exchange, including but not limited to, the Official List of the Exchange and the Prospects MTF market operated by the Exchange, and "Admission to Listing" shall be construed accordingly;
    - c. "**Annual General Meeting**" means an annual general meeting of the Company duly convened according to law,
    - d. "**Articles**" and "**the Memorandum**" or "**the Memorandum of Association**" means these Articles of Association and the Memorandum of Association of the Company as may from time to time be in force,
    - e. "**Auditors**" means the Auditors for the time being of the Company;
    - f. "**Central Securities Depository**" means the central securities depository at the Exchange,
    - g. "**Company**" means Best Deal Properties Holding P.L.C.;
    - h. "**Corporate Advisor**" means any person admitted to the Prospects MTF marketplace to provide corporate advisory services under the Prospect Rules;
    - i. "**Debt Securities**" means debentures, including debenture stock, loan stock, bonds and other instruments creating or otherwise acknowledging indebtedness of the Company, but excluding such instruments that are issued as debt securities but that afford the holder thereof an option or right to convert such instruments into Equity Securities of the Company;
    - j. "**Directors**" means the persons appointed as directors of the Company from time to time;
    - k. "**Equity Securities**" means shares in the Company of whatever class or a right to subscribe to shares in the Company or a right to convert securities into shares in the Company;
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- l. **"Exchange"** means the Malta Stock Exchange as established by Cap. 345 of the Laws of Malta or a primary or second tier of any jurisdiction in which the Company obtains a listing of its Equity Securities and/or Debt Securities;
  - m. **"Listed"** means listed or quoted on an Exchange;
  - n. **"Listed Debt Securities"** means Debt Securities listed or quoted on the Exchange or a multilateral trading facility, such as Prospects MTF;
  - o. **"Listed Equity Securities"** means Equity Securities listed or quoted on the Exchange, or a multilateral trading facility, such as Prospects MTF;
  - p. **"Extraordinary General Meeting"** means an extraordinary general meeting duly convened according to law;
  - q. **"Liquidator"** means a liquidator appointed in terms of the law;
  - r. **"Listing Authority"** means the Listing Authority defined in terms of the Financial Markets Act (Cap 345 of the Laws of Malta),
  - s. **"Listing Rules"** means the Listing Rules issued by the Listing Authority;
  - t. **"Meeting"** or **"General Meeting"** means a general meeting of the Company duly convened according to law;
  - u. **"Office"** means the registered office for the time being of the Company,
  - v. **"Ordinary Resolution"** shall have the meaning attributed by article 135 of the Act;
  - w. **"Paid-up"** includes credited as paid up,
  - x. **"Person"** 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;
  - y. **"Prospects MTF"** means the market regulated as a Multilateral Trading Facility operated by the Exchange providing a venue for start-up and growth small to medium-sized enterprises to float their capital (including equity and debt) on the market;
  - z. **"Prospects Rules"** means the rules issued by the Exchange entitled 'Prospects Rules' for the purposes of regulating Prospects MTF;
  - aa. **"Register"** means the register of members kept at the Central Securities Depository at the Malta Stock Exchange;
  - bb. **"Shareholder"** or **"Member"** shall mean any natural or legal person whose name is entered in the Register;
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- cc. **“Transferable Securities”** shall have the same meaning as in the Second Schedule to the Investment Services Act, Cap 370 of the Laws of Malta;
- dd. **“in writing”** and **“written”** includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form.

Words importing the singular number only shall include the plural and vice versa.

Words importing the masculine gender only shall include the feminine gender and vice versa

Any reference herein to any provision of any law shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent law.

The article headings in these Articles are inserted for convenience of reference only and are to be ignored in construing these Articles.

## **SHARE CAPITAL AND RIGHTS**

- 3. 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 Company may from time to time determine by Ordinary Resolution.
  - 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 of the shares may by Ordinary Resolution determine.
  - 5. 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 may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
  - 6.1 Any increase in the issued share capital of the Company (including any issue of preference shares) shall be decided upon by an Ordinary Resolution but this notwithstanding, the Company may by Ordinary Resolution authorise the Directors to issue shares up to the amount specified as the authorised share capital of the Company, which authorisation shall be for a maximum period of five (5) years and is renewable for further periods of five (5) years each
  - 6.2 The Directors may, if they so deem fit, cause any or all of the Equity Securities of the Company, whether issued or to be issued pursuant to these Memorandum and Articles of Association, to be quoted and listed on the Exchange, or to be admitted to Prospects MTF.
  - 7.1 Whenever Equity Securities are proposed to be allotted for consideration in cash, such Equity Securities shall be offered on a pre-emptive basis to Shareholders in proportion to the share capital held by them; provided that for a particular allotment as aforesaid, the right of pre-emption may be restricted or withdrawn by Extraordinary Resolution of the General Meeting, in which case the Board of Directors shall be required to present to
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that General Meeting a written report indicating the reasons for restriction or withdrawal of the right of pre-emption and justifying the proposed issue price.

- 7.2 The Company shall not issue or allot any Equity Shares such that such issue or allotment would dilute a substantial interest in the Company without prior approval of the Members in General Meeting.
  - 7.3 Any Equity Securities which are not subscribed by the Shareholders as aforesaid may be offered for subscription to the general public under the same or other conditions which however cannot be more favourable than the original offer.
  - 7.4 A Shareholder shall have the right to assign to another person his right to accept an offer to subscribe to Equity Securities in terms of this Article and any such assignee shall, for the purposes of this Article, be deemed to be a Member.
  - 7.5 Unless the Members approve in a General Meeting, or as otherwise permitted under the Prospects Rules, in case the Company's Transferable Securities are admitted on Prospects MTF, no Director shall participate in an issue of Shares to employees.
  - 7.6 All Transferable Securities of a particular class admitted to Prospects MTF shall carry equal rights.
  - 7.7 Where the Company makes an application for admission on Prospects MTF in respect of any particular class of a Transferable Security:
    - a. if none of the Transferable Securities of that class are already admitted, the application shall relate to all Transferable Securities of that class, issued or proposed to be issued; and
    - b. if some of the Transferable Securities of the Class are already admitted, the application must relate to all further Transferable Securities of that class issued or proposed to be issued Admission shall be sought for all further issues of a class of Transferable Securities already admitted prior to an allotment of a new issue/s
  - 7.8 All holders of admitted Transferable Securities shall enjoy the rights attributed to the particular class of Transferable Securities held in terms of the Prospects Rules
  - 7.9 For each class of Transferable Securities forming the subject of an Admission, the Company shall ensure that all the Transferable Securities within that class are so admitted, are duly authorised according to the Company's Memorandum and Articles of Association and all necessary statutory and other authorisations for the creation and issue of such Transferable Securities in terms of any applicable system of law, and are:
    - a. ranking *pari passu*;
    - b. fungible;
    - c. freely transferable and fully paid-up;
    - d. denominated in Euro or any other convertible currency acceptable to the Exchange;
    - e. unconditionally allotted; and
    - f. validly issued under the Company's Memorandum and Articles of Association.
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- 7.10 The Company shall ensure that all facilities and information necessary for holders of Listed Equity Securities and Listed Debt Securities to exercise their rights are available in Malta, while preserving data integrity and authenticity.

## **SHARE CERTIFICATES**

8. Every person (other than a person who holds Listed Equity Securities of the Company or other person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) whose name is entered as a Member in the Register shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares registered in his name or in the case of shares of more than one class being registered in his name, a separate certificate for each class of shares so registered and where a Member transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares of that class retained by him. If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.
9. In respect of shares of one (1) class held jointly by more than one (1) person, the Company shall not be bound to issue more than one (1) certificate and delivery of the certificate for such shares to the person nominated by the joint Shareholders or in his absence to the person first named on the Register in respect of such shares shall be deemed sufficient delivery to all such holders.
10. If any certificate be worn out or defaced then upon delivery thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity (if any) as the Directors deem adequate being given a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.
- 11 1 Every certificate issued under the last preceding Article shall, without prejudice to any indemnity that the Directors deem adequate in the case of a certificate that is lost or destroyed, be issued without payment, but there shall be paid to the Company any expenses of the Company in connection with the request as the Directors think fit.
- 11 2 For Listed Equity Securities of the Company, the holders thereof shall be entitled to receive from the Central Securities Depository of the Exchange a document evidencing his registration as a Member of the Company in the number of shares held, or such other evidence as the bye-laws of the Exchange or the Listing Rules or Prospects Rules, as applicable, may from time to time determine.

## **PURCHASE BY COMPANY OF ITS EQUITY SECURITIES**

- 12 Subject to the provisions of the Act, the Company may purchase its own Equity Securities.
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## VARIATION OF RIGHTS

13. If at any time, the share capital is divided into different classes of shares, the change of any shares from one class into another or the variation of the rights attached to any class (unless otherwise expressly provided by the terms of issue of the shares of that class which is to be changed or the rights attached to which are to be varied, according to the case) may, whether or not the Company is being wound up, be made with the consent in writing of the holders of three-fourths of the issued shares of that class, and the holders of three-fourths of the issued shares of any other class affected thereby. Such change or variation may also be made with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the issued shares of that class and of an Extraordinary Resolution passed at a separate General Meeting of the holders of the issued shares of any other class affected thereby. To every such separate General Meeting the provisions of these Articles relating to General Meetings shall apply.
14. The rights attached to any class of shares shall (unless otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are for the time being held) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## CALLS ON EQUITY SECURITIES

15. The Directors may from time to time make calls upon the Members in respect of any monies unpaid on the Equity Securities held by them (unless the terms of issue of such Equity Securities prescribe fixed payment times), provided that no call shall be payable at less than one (1) 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, at the option of the Directors, be made payable by instalments.
  16. A call may be made payable by instalments.
  17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
  18. If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum at such rate not exceeding the maximum rate allowed by law, as the Directors may determine, from the day appointed for the payment thereof until the actual payment thereof and all expenses that may have been incurred by the Company by reason of such non-payment; but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof.
  19. During such time as any part of the call or instalment together with interests and expenses remains unpaid, the entitlement of the person from whom the sum is due to the rights and advantages conferred by Membership of the Company including the right to receive dividends and the right to attend and vote at Meetings of the Company, shall be suspended.
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20. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles 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 Articles 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
21. The Directors may, on the issue of shares, make arrangements for a difference between the holders of such shares in the amounts of calls to be paid and in the times of payment of such calls
22. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies, whether on account of the nominal value of the shares or by way of premium, uncalled and unpaid upon any shares held by him; and upon all or any of the monies so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding the maximum rate allowed by law, as may be agreed upon between the Directors and the Member paying such monies in advance. The Directors may at any time on giving not less than three months' notice in writing to such Member repay to him the amount by which any such advance exceeds the amount actually called upon the shares.

## **FORFEITURE**

23. If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.
  24. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which and the place where such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.
  25. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such 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. Such forfeiture shall extend to all dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder.
  26. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.
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27. A share so forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors think fit.

**PROVIDED** that the Company shall not exercise any voting rights in respect of such share. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto

28. The Directors may, at any time before any share so forfeited or surrendered shall have been sold, reallocated or otherwise disposed of, annul the forfeiture or surrender upon such terms as they think fit
29. Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding the maximum rate allowed by law, as the Directors may determine, from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares, together with interest as aforesaid. The Directors may, if they shall think fit, waive the payment of such interest or any part thereof

## **TRANSFER AND TRANSMISSION OF SECURITIES**

30. Subject to the provisions of the law and of these Articles the Equity Securities of the Company are freely transferable provided that in no case may a part of a share constitute the object of a transfer.
31. All transfers of Transferable Securities shall be subject to the rules and regulations of the Exchange from time to time applicable, provided that there shall be no restriction on the right to transfer Transferable Securities which are authorised as Admissible to Listing.
- 32.1 All transfers of shares (other than transfers of Listed Equity Securities) shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve or in electronic form where allowed by law. Listed Equity Securities shall be transferred in the manner regulating such shares.
- 32.2 The instrument of transfer of any share (other than transfers of Listed Equity Securities) shall be signed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
33. The Directors may in their absolute discretion without assigning any reason therefor, refuse to register any transfer of any share (other than transfers of Listed Equity Securities) which is not a fully paid share
- 34.1 Excluding transfers of Listed Equity Securities, the Directors may decline to recognise any instrument of transfer and refuse to register such transfer if:
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- 34.2 The instrument of transfer is not duly stamped and/or is not left at the Office or at such other place as the Directors may from time to time determine, to be registered and/or is not accompanied by the certificates of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); or
- 34.3 The instrument of transfer is not in respect of only one class of shares; or
- 34.4 The instrument of transfer is in respect of shares (other than transfers of Listed Equity Securities) pledged to another person under a pledge agreement duly notified to the Company
35. If the Directors refuse to register a transfer (other than transfers of Listed Equity Securities) they shall within two (2) months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer. All instruments of transfer which are registered may be retained by the Company
36. The registration of transfers (other than transfers of Listed Equity Securities) may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares

**PROVIDED** always that such registration shall not be suspended, either generally or otherwise, for more than thirty (30) days in any year.

## **TRANSMISSION OF SHARES**

- 37 All transmission of Listed Equity Securities shall be regulated by law and by the by-laws of the Exchange, the Listing Rules and Prospects Rules which relate to such transmission and accordingly Articles 38 and 39 of these Articles shall be applicable to such transmission only in so far as the said Articles are not inconsistent therewith.
- 38.1 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy, as the case may be.
- 38.2 If the person becoming entitled to a share in terms of Article 38.1 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. Should there be more than one person entitled to such share or shares, the persons concerned may elect and nominate one of their number as their representative and his name will be entered in the Register with such designation. Such person shall for all intents and purposes be deemed vis-à-vis the Company to be the registered holder of the shares so held.
- 38.3 If the person becoming entitled to a share in terms of Article 38.1 shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be
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applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

39. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by Membership in relation to Meetings of the Company:

**PROVIDED** always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

## **JOINT OR NOMINEE OWNERSHIP OF SHARES**

- 40.1 In respect of shares held jointly by several persons, the joint holders may elect and nominate one of their number as their representative and his name will be entered in the Register with such designation. Such person shall for all intents and purposes be deemed vis-à-vis the Company to be the registered holder of the shares 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 shares shall, for all intents and purposes be deemed vis-à-vis the Company to be the registered holder of the shares so held
- 40.2 The Company shall not be bound by or required to recognise, even when having notice thereof, any trust, nominee, equitable, contingent, future or particular representative interest, in any Equity Security, other than an absolute right to the entirety thereof in the registered holder. The indication by a registered holder that he holds any Equity Security in any such capacity shall not be regarded as a recognition by the Company of any such underlying interests

## **SHARES HELD SUBJECT TO USUFRUCT**

- 41 In respect of shares held subject to usufruct, the names of the bare owner and the usufructuary shall, after due verification by the Company Secretary, be entered in the Register. The usufructuary shall for all intents and purposes be deemed vis-à-vis the Company to be the registered holder of the shares so held and shall be entitled to all the rights and advantages conferred by Membership of the Company including the right to receive dividends and to attend and vote at Meetings of the Company but shall not have the right to dispose of the shares so held without the consent of the bare owner. If there is more than one usufructuary the provisions of Article 40 of these Articles shall *mutatis mutandis* apply.

## **CONVERSION OF EQUITY SECURITIES INTO STOCK**

42. Subject to the provisions of the law (particularly in respect of Listed Shares) the Company may by Ordinary Resolution convert any of its fully paid up shares into stock of the same class as the shares so converted, and reconvert such stock into fully paid
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up shares of the same class and of any denomination provided that in the case of Listed Shares it shall comply with the Bye-Laws of the Exchange, the Listing Rules and Prospects Rules in making any such conversion or reconversion

43. The several 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 admit, 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.
44. The several holders of such stock shall, according to the amount of stock held by them and the class thereof, 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 on a reduction of capital or a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
45. Such of the provisions of these Articles as are applicable to fully paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

## **ALTERATION OF CAPITAL**

46. The Company may from time to time increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, forfeiture, transfer and transmission and otherwise.
47. The Company may by Ordinary Resolution:-
  - a. consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares,
  - b. sub-divide its shares, or any of them, into shares of a smaller amount than is fixed by the Memorandum of Association

**PROVIDED** that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

48. Subject to any direction by the Company in General Meeting, whenever as the result of any consolidation and division or sub-division of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of
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the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

49. Subject to the provisions of the Act, the Company may by Extraordinary Resolution reduce its Share Capital.

## **GENERAL MEETINGS**

- 50.1 The Company shall in each year hold a General Meeting of the Shareholders of the Company to be known as the Annual General Meeting in addition to any other Meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
- 50.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 51 The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not in Malta sufficient directors capable of acting to form a quorum, the Directors in Malta capable of acting, or if there are no Directors capable and willing to act, any two (2) 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.
- 52.1 Saving the provisions of Article 78, all Shareholders shall be entitled to receive notice of, participate in and vote at General Meetings provided that such Shareholders are registered on the register of shareholders on the day falling thirty (30) days immediately preceding the date set for the General Meeting to which it relates and provided further that where a Shareholder is a partnership, firm or association of persons whether corporate or unincorporate it shall be represented by one (1) person only.
- 52.2 Decisions for the Company to enter into any agreement not in the ordinary course of business and exceeding the class tests thresholds referred to in the Listing Rules and, or the Prospects Rules, as applicable, shall require the consent of the General Meeting.

## **NOTICE OF GENERAL MEETINGS**

- 53.1 A General Meeting of the Company shall be called by not less than twenty-one (21) days' notice in writing.
- 53.2 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 is given, and shall specify the place, the day and the hour of Meeting, the proposed agenda for the Meeting and, in case of special business, the general nature of that business. It shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company. The notice shall also contain the following information:
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- a. a clear and precise description of the procedures that Shareholders must comply with in order to be able to participate in and to vote at the General Meeting;
  - b. state the record date and explain that only those who are Shareholders on that date shall have the right to participate and vote in the General Meeting;
  - c. indicate where and how the full, unabridged text of the documents to be submitted to the General Meeting (including, where applicable, the Annual Report) and of any draft resolutions may be obtained, unless in the latter case the draft resolutions are included as part of the notice itself; and
  - d. indicate the address of the internet site on which the information will be made available
- 53.3 A notice calling an Annual General Meeting shall specify the Meeting as such and a notice convening a Meeting to pass an Extraordinary Resolution as the case may be shall specify the intention to propose the resolution as such, and shall include a statement regarding its effect and scope.
- 53.4 The Company shall support electronic communication to all holders of Listed Equity Securities and Listed Debt Securities of all information required to be disclosed under the applicable law and, or the Prospects Rules.
- 53.5 In every notice calling a Meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one proxy to attend and to vote instead of him and that a proxy need not also be a Member and such statement shall comply with the provisions of the Act as to informing Members of their right to appoint proxies. The notice shall be accompanied by the proxy form in accordance with these Articles.
- 53.6 A notice of a General Meeting called to consider special business shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such special business
- 53.7 Any Member or Members holding in aggregate not less than five per cent (5%) of the voting issued share capital of the Company may:
- a. request the Company to include items on the agenda of the General Meeting, provided that each item is accompanied by a justification or a draft resolution to be adopted at the Annual General Meeting; and
  - b. table draft resolutions for items included in the agenda of a General Meeting

The request to put items on the agenda of the General Meeting or the tabling of draft resolutions to be adopted at the General Meeting shall be submitted to the Company (in hard copy or in electronic form to an email address provided by the Company for the purpose) at least forty-six (46) days before the date set for the General Meeting to which it relates and shall be authenticated by the person or persons making it. Furthermore, where the right to request items to be put on the agenda of the General Meeting or to table draft resolutions to be adopted at the General Meeting requires a modification of the agenda for the General Meeting that has already been communicated to Shareholders, there shall be made available a revised agenda in the same manner as the previous agenda in advance of the applicable record date or, if no such record date applies, sufficiently in advance of the date of the General Meeting so

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as to enable other Shareholders to appoint a Proxy or, where applicable, to vote by correspondence.

54. A Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat
55. The accidental omission to give notice of a Meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a Meeting or such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

56. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the balance sheets and profit and loss account and the reports of the Directors and Auditors and any other documents required by law to be attached or annexed thereto, the election of Directors, and the appointment of and the fixing of the remuneration of, the Auditors. The appointment of a Chairman of a Meeting in accordance with the provisions of these Articles shall not be treated as part of the business of the Meeting.
  57. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business: save as herein otherwise provided a Member or Members present in person or by proxy and entitled to vote and holding in the aggregate of more than fifty per cent (50%) of the total voting rights of the Members having the right to vote shall be a quorum.
  58. If within half an hour from the time appointed for the Meeting a quorum be not present, the Meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case, the Meeting may, if it had been duly convened in terms of the Listing Rules and/or Prospect Rules, as applicable, be adjourned to such time (being not less than fourteen days nor more than twenty-eight days thence) and place as the Chairman shall appoint. No new item shall be put on the agenda of an adjourned meeting. If at such adjourned Meeting a quorum be not present within thirty minutes from the time appointed therefor, Members present in person or by proxy not being less than two present in person and entitled to vote shall form a quorum. The Company shall give not less than ten (10) clear days' notice of any Meeting adjourned for want of a quorum and the notice shall state that Members present as aforesaid shall form a quorum.
  59. The Chairman of the Board, or in his absence the Vice Chairman, shall preside as Chairman at every General Meeting of the Company. If neither the Chairman nor the Vice Chairman are present within fifteen minutes after the time appointed for holding the Meeting or if neither the Chairman nor the Vice Chairman is willing to act as Chairman of the meeting, the Directors present shall select one of their number to be Chairman; and if no Director be present or is willing to take the chair the Members present and entitled to vote shall choose one of their number to be Chairman of the Meeting.
  60. 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
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the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty (30) days or more, not less than ten (10) clear days' notice in writing of the adjourned Meeting shall be given specifying the day, the place and the time of the Meeting as in the case of an original Meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

- 61.1 At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- a. by the Chairman; or
  - b. by at least two (2) Members present in person or by proxy and entitled to vote, or
  - c. by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting, or
  - d. by a Member or Members 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 up on all shares conferring that right.
- 61.2 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 book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution:
- PROVIDED** that where a resolution requires a particular majority in value, the resolution shall not be deemed to have been carried 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. A demand for a poll may be withdrawn.
- 62 A poll demanded on the election of a 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 other business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll.
63. Except as provided in Article 65, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or ticket) as the Chairman of the Meeting directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
64. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote
65. A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than thirty days after the date of the Meeting or adjourned Meeting at which the poll is demanded) and place as the Chairman may direct. No notice need be given of a poll not taken immediately. Any business other
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than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn.

## **RIGHT TO ASK QUESTIONS**

- 66.1 Every Shareholder shall have the right to ask questions which are pertinent and related to items on the agenda of a General Meeting and to have such questions answered by the Directors or such person as the Directors may delegate for that purpose subject to any reasonable measures that the Company may take to ensure the identification of the Shareholder. The said right shall also be enjoyed by a proxy holder appointed by the Shareholder.
- 66.2 The Company may provide one overall answer to questions having the same content.
- 66.3 An answer to a question is not required where
- a. to give an answer would interfere unduly with the preparation for the Meeting, involve the disclosure of confidential information or cause prejudice to the business interests of the Company;
  - b. the answer has already been given on the Company's website in the form of an answer to a question;
  - c. it is not in the interests of good order of the Meeting that the question be answered; or
  - d. the Company is unable to provide an immediate reply, provided that such reply is subsequently posted on the website of the Company

## **VOTES OF MEMBERS**

67. 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 present in person or by proxy shall have one vote for each share of which he is the holder.
68. No Member shall be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any General Meeting, or upon any poll, or to be reckoned in a quorum, or to exercise any other right or privilege conferred by Membership in relation to Meetings of the Company if any call or other sum presently payable by him to the Company in respect of such share remains unpaid.
69. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive
70. On a poll, votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way
- 71.1 Any Member entitled to attend and vote at a Meeting of the Company or at a meeting of any class of Members of the Company shall be entitled to appoint another person,
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whether a Member or not, as his proxy to attend and vote instead of him, and a proxy so appointed shall have the same right as the Member to speak and ask questions at the Meeting and to demand a poll. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a person other than a natural person, the hand of an officer or attorney duly authorised. The signature on such instrument need not be witnessed. A Member holding shares for and on behalf of third parties is entitled to grant a proxy to each of his clients or to any third party designated by a client. Such Member shall be entitled to cast votes attaching to some of the shares differently from the others. Proxy forms shall be designed by the Company to allow such split voting

71.2 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit

**Best Deal Properties Holding p.l.c.**

*"I/We ... .., of ... .. residing at ... .. being a Member/Members of the above named Company, hereby appoint ... .. of ... .. or failing him ... .. of ... .. as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company, to be held on the ... .. day of ... .. 20 .. , and at any adjournment thereof.*

*Signed this. ... .. day of ... .. 20XX*

This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit."

71.3 Where a Member holds shares for and on behalf of third parties, the instrument appointing the proxies shall be in the following form or in a form as near thereto as circumstances permit:

**Best Deal Properties Holding p.l.c.**

*"I/We .. .., of .. .. residing at .. .. being a Member/Members of the above named Company, hereby appoint*

*(a) .. .. of .. .. in respect of .. .. shares out of a total of .. .. or failing him .. .. of .. .. as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company, to be held on the ... .. day of ... .. 20 .. , and at any adjournment thereof, and*

*This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit "*

*(b) ... .. of .. .. in respect of .. .. shares out of a total of .. .. or failing him .. .. of .. .. as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) General Meeting of the Company, to be held on the ... .. day of ... .. 20 .. , and at any adjournment thereof.*

This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit."



Signed this..... day of . ..... 20XX

- 71.4 An instrument of proxy shall be in such form as would allow the shareholder appointing a proxy to indicate how he would like his proxy to vote in relation to each resolution.
- 71.5 In the event that any of the Company's securities are admitted to listing on Prospects MTF, an instrument of proxy shall include details on how the holders of such securities may exercise their rights by proxy, and shall satisfy the following requirements, as appropriate:
- a. the instrument of proxy shall be sent with the notice convening a meeting of the holders of securities admitted to Prospects MTF and entitled to vote at the meeting;
  - b. the instrument of proxy shall provide for two-way voting on all proposed resolutions, except for procedural resolutions, as well as any other voting procedure for the election of Directors;
  - c. the instrument of proxy shall state that a holder of securities admitted to Prospects MTF is entitled to appoint a proxy of his own choice and it shall provide a space for the insertion of the full name of such proxy and the identification details, as required;
  - d. the instrument of proxy shall state that if it is returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so, how he votes, and
  - e. where the resolutions to be proposed include the re-election of retiring Directors, the instrument of proxy shall allow Members to vote for individual candidates irrespective of whether they are new candidates or retiring incumbents of the post.
72. A proxy need not be a Member of the Company. Except in the case contemplated in Article 71.3, a Member may not appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a Member from revoking the proxy and attending and voting in person at the Meeting or any adjournment thereof.
- 73 An instrument appointing or revoking a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall either (i) be deposited at the Office or at such other place (if any) in Malta as is specified for that purpose in or by way of note to the notice convening the Meeting, or (ii) be transmitted electronically to an electronic address as is specified for that purpose in or by way of note to the notice convening the Meeting, in each case not less than forty-eight hours before the time for holding the Meeting or, if the Meeting be adjourned, not less than twenty four (24) hours (or such lesser period as the Chairman who adjourned the Meeting may in his discretion determine) before the time for holding the adjourned Meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll taken otherwise than at or on the same day as the Meeting or adjourned Meeting, not less than twenty-four hours before the time appointed for the taking of the poll at which it is to be used, and in default the instrument of proxy shall not be treated as valid.
74. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the Meeting to which it relates. No instrument of proxy shall be valid after the expiration of twelve (12) months from the date of its execution except at an adjourned Meeting or on a poll demanded at a Meeting or adjourned Meeting in cases where the Meeting was originally held within twelve months from that date
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- 75 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
76. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or interdiction of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, interdiction, revocation or transfer shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the instrument of proxy an hour at least before the commencement of the Meeting or adjourned Meeting or the holding of a poll subsequently thereto at which such vote is given
- 77 Any person which is not a natural person and is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Member which he represents as that Member could exercise if it were an individual Member of the Company

## Voting results

- 78 Where a poll is taken at a General Meeting of the Company and a request is made by a Shareholder for a full account of the poll, the Company shall publish the following information on its website by not later than fifteen (15) days after the day of the General Meeting at which the voting result was obtained.
- a. the date of the Meeting,
  - b. the text of the resolution or, as the case may be, a description of the subject matter of the poll;
  - c. the number of shares for which votes have been validly cast;
  - d. the proportion of the Company's issued share capital at close of business on the day before the meeting represented by those votes;
  - e. the total number of votes validly cast, and
  - f. the number of votes cast in favour of and against each resolution and, if counted, the number of abstentions.

Where no Shareholder requests a full account of the voting at a General Meeting, it shall be sufficient for the Company to establish the voting results only to the extent necessary to ensure that the required majority is reached for each resolution

Where voting on a particular item or resolution is conducted by a show of hands rather than by a poll, it shall not be necessary in the case where a Shareholder requests a full account of the voting at a General Meeting for the Company to publish the information required by the Listing Rules and/or Prospects Rules and it shall be sufficient for the chairman of the meeting to publish a statement indicating:

- a. the total number of Shareholders entitled to vote present at the Meeting;
  - b. that upon a show of hands at the Meeting it appeared that the resolution had either been carried or rejected.
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## **DIRECTORS**

79. All Directors of the Company must be natural persons.
- 80 The maximum annual aggregate emoluments as well as any increase of such emoluments of the Directors shall be established pursuant to a resolution passed at a General Meeting where notice of the proposed aggregate emoluments and any increase has been given in the notice convening the Meeting. The annual aggregate emoluments shall be divided between the Directors as the Board may agree.
- 81.1 The remuneration of Directors shall be deemed to accrue from day to day.
- 81.2 The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings or otherwise in connection with the business of the Company.
82. Any remuneration paid to any Director by virtue of his holding another office in the Company shall not be deemed to form part of such Director's emoluments.
83. Any Director who serves on any Committee or who devotes special attention to the business of the Company or who goes or resides abroad or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration as the Directors may determine, provided that such extra remuneration must fall within the maximum annual aggregate emoluments of the Directors established by the Company in General Meeting.

## **POWERS AND DUTIES OF DIRECTORS**

84. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Act.
- PROVIDED** that no regulation made or resolution taken by the Company in General Meeting shall invalidate or curtail any prior act of the Board of Directors which would have been valid but for such regulation or resolution.
85. The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities and superannuation or other allowances to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is a subsidiary company of or allied or associated with the Company or any such sub-subsidiary and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, and funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance (whether under any such fund or scheme or otherwise).
86. The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in Malta and elsewhere and may from time to time
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and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the Members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation

87. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 88.1 Subject to the provisions of the Act, the Listing Rules and Prospects Rules, a Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange.
- 88.2 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract or in any transaction or arrangement (whether or not constituting a contract) with the Company shall declare the nature of his interest at a meeting of the Directors pursuant to the provisions of Act.
- 88.3 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall be counted in the quorum at a Meeting in relation to any resolution on which he is debarred from voting
- 88.4 A Director, shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof
- 88.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
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- 88.6 If any question shall arise at any Meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the Meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed
- 88.7 Subject to the provisions of the law the Company may at any time by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.
89. The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other company held or owned by the Company, and may exercise any voting rights to which they are entitled as Directors of such other company, in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, officers or servants of such other company, and fixing their remuneration as such, and may vote as Directors of this Company in connection with any of the matters aforesaid.
- 90 The Directors shall cause minutes to be made 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 the Directors;
  - c. of all resolutions and proceedings at all Meetings of the Company, and of the Directors, and of Committees of Directors.
- 91 It shall not be necessary for Directors present at any meeting of Directors or Committee of Directors to sign their names in the minute book or other book kept for recording attendance. Any such minute as aforesaid, if purporting to be signed by the Chairman of the meeting at which the proceedings were held, or by the Chairman of the next succeeding meeting or by any two of the Directors, shall be receivable as *prima facie* evidence of the matters stated in such minutes without any further proof.

## **BORROWING POWERS**

92. The Board may exercise all the powers of the Company to borrow money and to guarantee the obligations of any third party and, for such purpose, to hypothecate or charge or grant any other security interest on its undertaking, property or assets, whether present or future, including its uncalled capital or any part thereof including as security for its obligations or for those of any third party, and to issue debentures and other securities or rights, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **VACATION AND DISQUALIFICATION OF DIRECTORS**

- 93.1 The office of a Director shall be vacated in any of the following events, namely:-
- 93.1.1 if he ceases to be a Director by virtue of the Act.
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- 93.1.2 if he becomes of unsound mind, is convicted of any crime involving public trust or of any crime punishable by imprisonment, or is declared bankrupt.
- 93.1.3 if he becomes prohibited by law from acting as a Director.
- 93.1.4 if he resigns his office by notice in writing under his hand to the Company or offers in writing under his hand to resign and the Directors resolve to accept such offer.
- 93.1.5 if he is removed by Ordinary Resolution of the Company in General Meeting pursuant to article 140 of the Act.
- 93.1.6 if he is withdrawn, removed or replaced in terms of Article 95.
- 93.1.7 if he retires in terms of Article 98
- 93.2 Subject to Article 95 and Article 97, a casual vacancy may be filled at an Extraordinary General Meeting convened to elect directors and in such case the vacancy shall be filled in accordance with the provisions of Article 95 and Article 97. A casual vacancy may also be filled by the Board of Directors.
- 93.3 Any person appointed to fill a casual vacancy will hold office only until the end of the next following Annual General Meeting and will be eligible for re-election

## **APPOINTMENT, ELECTION AND REMOVAL OF DIRECTORS**

- 94. The affairs of the Company shall be managed and administered by a Board of Directors composed of not less than four (4) Directors and not more than eight (8) Directors who shall be natural persons and who shall be appointed or elected by the holders of the ordinary shares. The Board shall be able to act notwithstanding any vacancy in its composition
  - 95 Directors are appointed or elected by the holders of the ordinary shares in accordance with the following provisions of these Articles.
  - 96. Every Shareholder owning a minimum of fifteen per cent (15%) of the ordinary issued share capital of the Company shall be entitled to appoint one Director for each and every fifteen per cent (15%) of the ordinary share capital owned by such Shareholder and such Shareholder may remove, withdraw or replace such Directors at any time provided such Shareholder still owns a minimum of fifteen per cent (15%) of the ordinary issued share capital of the Company. Any appointment, removal, withdrawal or replacement of a Director to or from the Board of Directors in accordance with this Article shall take effect upon receipt by the Board of Directors or the Company Secretary of a notice in writing to that effect (including a fax or scanned copy transmitted by email) from the Shareholder owning a minimum of fifteen per cent (15%) of the ordinary issued share capital of the Company.
  - 97.1 In addition to the appointment in terms of Article 96, the Shareholders may appoint up to three (3) Directors by means of an Ordinary Resolution and may remove such directors appointed by means of an Ordinary Resolution.
  - 97.2 The Company shall grant a period of at least fourteen (14) days for nominations (including the nominee's acceptance of the nomination) to be submitted. All such nominations shall on pain of nullity contain notice in writing signed by a member duly
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qualified to attend and vote at such Meeting of his intention to propose such person for election. Such notice of nomination shall include the nominee's acceptance and shall be given to the Company not less than fourteen (14) days prior to the date of the meeting appointed for such election

98. An election of Directors shall take place every year. All directors, except a managing director (if any), shall retire from office every three (3) years, but shall be eligible for re-election
99. A retiring elected Director shall be eligible for re-election.
100. A retired appointed Director shall be eligible for re-appointment.
101. The Company may by Ordinary Resolution, of which special notice has been given in accordance with the provisions of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.
102. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

## **PROCEEDINGS OF DIRECTORS**

103. The Directors may 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 (or in his absence the Vice-Chairman or the presiding Director appointed in terms of Article 107 as the case may be) shall have a second or casting vote
104. A Director may, and the Company Secretary on a written requisition of a Director shall, at any time summon a meeting of the Directors. Notice of meetings of directors shall be given at least seven (7) days before the date of the meeting to all the Directors except in the case of business of an urgent nature in which case notice shall be given at least twenty-four (24) hours before the time of the meeting.
105. Notice of meetings of Directors shall be given to each Director by letter, telefax, email or any other means of readable communication. Notice shall be deemed to be duly given to a Director if it is given to him in person or it is sent to him at his last known address, telefax number, email address or to any other address, telefax number or email address given by him to the Company for this purpose.

**PROVIDED** that the requirement of such notice may be waived with the consent of all the Directors, which consent may be given in person or by letter, telefax, email or other means of readable communication

106. The quorum necessary for the transaction of the business of the Directors shall be more than half of the number of Directors for the time being constituting the Board of Directors, fractions to be disregarded.
  107. If at any Board of Directors meeting the Chairman is not present within thirty (30) minutes after the time appointed for holding the same, the Vice-Chairman shall chair the meeting but if the Vice-Chairman is not present the Directors present shall choose
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one of their number to be Chairman of such meeting. No person holding a senior executive post in the Company may be elected Chairman.

108. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board of Directors, and no act or omission of such Committee shall invalidate or supersede any function or power of the Board of Directors.
  109. All acts done by any meeting of the Directors or of a Committee of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, and was entitled to vote.
  110. 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 as valid and effective for all purposes as a resolution of the Directors passed at a Board of Directors meeting duly convened and held, and may consist of two (2) or more documents (including a telefax or scanned copy) in like form each signed by one (1) or more of the Directors.
  - 111.1 In the absence of a Director from Malta or where any Director is unable through illness or other cause to perform his duties as Director, at one or more meetings, an Alternate Director may be appointed, to act in his stead during such meetings as follows:
    - a. by the appointing Shareholder where the Director is appointed in terms of Article 96; or
    - b. by the Director himself where he is elected in terms of Article 97
  - 111.2 In any such cases the following provisions shall apply:
    - a. Every Alternate Director shall, while he holds such appointment be entitled to attend and to exercise all the rights and privileges of the Director, he is substituting at all such Board of Director meetings at which such Director is not personally present.
    - b. Every appointment of an Alternate Director made in terms of Article 111(1) (a) shall *ipso facto* lapse if and when the Shareholder appointing him ceases for any reason to be a Shareholder or withdraws the appointment of such Alternate Director by notice in writing under his hand and deposited at the Company's registered office
  - 111.3 Every appointment of an Alternate Director made in terms of Article 111(1)(b) shall *ipso facto* lapse if and when the Director appointing him ceases for any reason to be a Director or withdraws the appointment of such Alternate Director by notice in writing under his hand and deposited at the Company's registered office.
  - 111.4 No Alternate Director shall be entitled as such to receive any remuneration from the Company
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- 111.5 A Director may act as Alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account, and for the purpose of determining the quorum he shall be counted in both his said capacities.
112. A resolution of the Directors, including Alternate Directors, or of a Committee of the Directors, may be taken by means of a conference telephone (or by means of any other communication equipment) which allows all persons participating to hear each of the other at all material times and meetings of the board of directors and of Committees of Directors may be held in the same way. Any decision so arrived at will be deemed a decision of a meeting of the Board of Directors, or a Committee of the Directors (as appropriate), and all of the provisions of these Articles relating to meetings of the Board of directors will apply, *mutatis mutandis*. A Director or Alternate Director participating in such a decision will be deemed to be present in person, and will be entitled to vote or be counted in a quorum accordingly. Such a decision will be deemed to have been arrived at where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the proceedings was at the time.
- 113 The Directors may invite any executive or executives of the Company to attend Board of Directors meetings or any part thereof Any such executive or executives shall have no right to vote.

## **CHAIRMAN AND VICE-CHAIRMAN**

114. The Directors shall appoint from amongst their number a Chairman and a Vice-Chairman and shall determine the period during which they are to hold office.

## **MANAGING DIRECTOR AND EXECUTIVE DIRECTORS**

115. The Directors may from time to time appoint any of their body to such Office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages or compensation such Director/s may have for breach of any such service contract, may revoke such appointment.
- 116 The salary or remuneration of any such Director/s holding office in the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, and may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as the Directors determine
117. The Directors may entrust to and confer upon such Director/s holding office any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **CHIEF EXECUTIVE**

- 118.1 The Directors may from time to time appoint any person to the office of Chief Executive of the Company for such period and on such terms, including remuneration
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as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment.

- 118.2 The Chief Executive may be asked to attend meetings of the Board of Directors or General Meetings of the Company provided that he shall have no right to vote thereat.
- 118.3 The Directors may entrust to and confer upon a Chief Executive any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 118.4 If the person appointed to the office of Chief Executive is a Director of the Company he shall be designated as Managing Director. In such case such person shall have the right to attend and vote at meetings of the Board of Directors qua Director of the Company.

## **AUDIT COMMITTEE**

- 119.1 In the case that any of the Company's Transferable Securities are Admitted to Listing, the Company shall establish and maintain an Audit Committee having at least three (3) members, one of whom shall be appointed as chairman. The members of the Audit Committee, including the chairman, shall be non-executive Directors and independent of the Company, the Company's substantial shareholders and any guarantor in debt issues, as applicable.
- 119.2 The Audit Committee shall be tasked, in the manner of the terms of reference accorded to it by the Board of Directors, to monitor certain activities of the Company in the manner and to the extent required by the Listing Rules and, or the Prospects Rules. The Audit Committee shall have the exclusive power of vetting all Related Party Transactions in advance, and that its decisions on such vetting shall be final and conclusive. Furthermore, the terms of reference of the Audit Committee shall be reviewed by the Corporate Advisor, and the Company shall submit such terms of reference to the Listing Authority and, or the Exchange for review.
- 119.3 Where for any reason the appointment of a member of the Audit Committee is being terminated, the Company and, or the outgoing Audit Committee member shall
- a. immediately give notice to the Listing Authority and, or the Exchange of such intended termination, together with reasons therefor;
  - b. fulfil without delay their responsibilities under the Listing Rules and, or the Prospects Rules towards the Listing Authority and, or the Exchange and the marketplace pending the appointment of a new Audit Committee member, while keeping the Listing Authority and, or the Exchange aware of developments leading to a new Audit Committee member being appointed; and
  - c. ensure that the Board of Directors engages the services of another Audit Committee member within three (3) months of such termination.
- 119.4 Any new Audit Committee member shall contact an outgoing Audit Committee member in order to obtain a view about the reasons for termination and where appointed, take appropriate measures to discharge Audit Committee responsibilities in a timely manner, including that of considering whether to keep the Exchange and, or the Listing Authority duly and promptly informed on matters relating to the Company's
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Audit Committee mandate as appropriate, where any such information is conducive to securing the best interests of the market and investor protection.

## **COMPANY SECRETARY**

120. A Company Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit; and any Company Secretary may be removed by them.

**PROVIDED** that no person who is a Director of the Company shall be appointed or hold office as Company Secretary.

121. The Company Secretary shall deal with the following matters:

- a. he shall summon, and prepare the agenda and all supporting documents for all meetings of the Board of Directors and meetings of Shareholders, and shall keep minutes and any other necessary records of the said meetings;
- b. he shall keep a record of shareholders, and shall enter therein details of issues, transfers, forfeitures of shares and any other matter in respect of shares and Shareholders required by the provisions of the Act, the Listing Rules and, or Prospects Rules and by these Articles; and
- c. he shall perform such other duties which may be assigned to him by the Board of Directors from time to time.

## **RESERVE**

122. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

## **DIVIDENDS**

123. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

124. 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 and may pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates, whenever such position, in the opinion of the Board, justifies that course.

125. Subject to the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to

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the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly. Any amount paid up in advance of calls on any Share may carry interest if so resolved by the Directors but will not entitle the holder of the shares to participate in respect of such amount in any dividend.

126. The Directors may deduct from any dividend or other monies payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company
127. Any General Meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company, and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors settle the same as they think expedient, and in particular may issue certificates showing the proportion of and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties.
128. All dividends and interest shall belong and be paid to those Members whose names shall be on the Register at such date as the Company by Ordinary Resolution or the Directors may determine notwithstanding any subsequent transfer or transmission of shares. The Company may pay any dividend, interest or other monies payable in cash in respect of shares, by direct debit, bank transfer, cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder and the Company shall not be responsible for any loss of any such cheque, warrant or order. Every such cheque, warrant or order shall be made payable to the order of the person to whom it is sent, or to such person as the holder may in writing direct, and the payment of such cheque, warrant or order shall be a good discharge to the Company. If on two consecutive occasions cheques warrants or orders in payment of dividends or other monies payable in respect of any share have been sent through the post in accordance with the provisions of this Article but have been returned undelivered or left uncashed during the periods for which the same are valid, the Company need not thereafter dispatch further cheques or warrants in payment of dividends or other monies payable in respect of the share in question until the Member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose
129. No dividend or other monies payable on or in respect of a share shall bear interest against the Company.
130. All dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company.
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## CAPITALISATION OF PROFITS

131. 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 any 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 shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid or partly in the one way and partly in the other and the Directors shall give effect to such resolution.

**PROVIDED** that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares

132. Whenever a capitalisation requires to be effected, the Directors may do all acts and things which they may consider necessary or expedient to give effect thereto, with full power to the Directors to make such provision as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned) and also to authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned

## ACCOUNTS

133. The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.
134. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.
135. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company in General Meeting.
136. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as referred to in the Act
137. A printed copy of the profit and loss account and balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and Directors' report, shall not less than twenty-one (21) days before the date of the
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Meeting be sent to every Member (whether or not he is entitled to receive notices of General Meetings of the Company) and every holder of debentures of the Company (whether or not he is so entitled) and to every other person who is entitled to receive notices of Meetings from the Company under the provisions of the Act or these Articles, but this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

138. Accounting information shall be prepared under International Financial Reporting Standards (IFRS). In case this is not possible, such accounting information shall be prepared under an alternative Generally Accepted Accounting Principles (GAAP), and such deviation shall be reported and explained. In such circumstances, subject to the prior approval of the Audit Committee, the Corporate Advisor shall advise the Company to provide appropriate supplementary information supported by a qualified auditor's opinion thereon, reconciling the accounting information to IFRS.

## AUDIT

139. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act

## NOTICES

- 140.1 A notice may be given by the Company to any Member either by email, personally or by sending it by post to him or to his registered address, or (if he has no registered address in Malta) to the address, if any, in Malta supplied by him to the Company for the giving of notice to him. Furthermore, the Company may publish the notice either on its website or on the website of the Exchange on which its shares are listed, provided that having sent a notice by mail at the last known address of each Shareholder requesting his consent to the publication of notices convening the general meetings of the Company on the website indicated in the notice, shareholders give their consent to receive notice by such means. Shareholders that do not give their consent shall remain entitled to receive notices convening general meetings of the Company by mail at their last known residential address.
- 140.2 If at any time by reason of the suspension or curtailment of postal services in Malta the Company is unable effectively to convene a General Meeting by notices sent through the post, a General Meeting may be convened by a notice advertised on the same date in at least two daily newspapers and such notice shall be deemed to have been duly served on all Members entitled thereto on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the date of the Meeting the posting of notices to addresses throughout Malta again becomes practicable.
141. A Member who has no registered address in Malta and has not supplied an address in Malta as aforesaid, shall not be entitled to receive any notice from the Company
142. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the latest forty-eight hours after the letter containing the same is posted; and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and stamped and put into a post office.
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143. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the estate of the deceased, or of the bankrupt, or by any like description at the address, if any, within Malta supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 144 Subject to such restrictions affecting the right to receive notice as are for the time being applicable to the holders of any class of shares, notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
- 145.1 every Member except those Members who (having no registered address in Malta) have not supplied to the Company an address in Malta for the giving of notices to them; and
- 145.2 every holder of a preference share;
- 145.3 the Auditor for the time being of the Company;
- 145.4 the Directors.
- 145 5 No other person shall be entitled to receive notices of General Meetings.

## **RIGHTS OF PREFERENCE SHAREHOLDERS**

146. A holder of a preference share shall have the right to receive the accounts, balance sheets and the reports of the directors and auditors as well as to receive notices and attend at General Meetings of the Company, but not the right to vote except in any of the following instances.
- a. in respect of a resolution which has the effect of reducing the capital of the Company;
  - b. in respect of a resolution for the winding up of the Company;
  - c. in respect of a resolution which has the effect of directly affecting the rights and privileges of the holders of preference shares; and
  - d. when the dividend on preference shares is in arrears for more than six months

## **WINDING UP**

- 147.1 If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members in accordance with the law.

**PROVIDED** that 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

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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.

- 147.2 Subject to the provisions of the Act the remuneration of the Liquidator shall be fixed by an Ordinary Resolution of the Company in General Meeting:

**PROVIDED** that if the Directors have negotiated with the liquidator on his remuneration, any amount so negotiated must be notified to the shareholders of the Company at least seven days prior to the Meeting at which the Resolution is to be considered.

## **INDEMNITY**

148. Subject to the provisions of the Act, every Director or other officer for the time being of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

For the above purpose the Company may take up an insurance policy with a reputable insurance company.

## **UNTRACED SHAREHOLDERS**

149. The Company shall be entitled to sell at the best price reasonably obtainable any share or stock of a Member or any share or stock to which a person is entitled by transmission if and Provided that:-

- 150.1 for a period of twelve years no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the Member or to the person entitled by transmission to the share or stock at his address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission:

**PROVIDED** that in any period of twelve years at least three dividends whether interim or final on or in respect of the share or stock in question have become payable and no such dividend during that period has been claimed; and

- 150.2 the Company has at the expiration of the said period of twelve years by advertisement in at least two daily newspapers given notice of its intention to sell such share or stock; and

- 150.3 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission, and

- 150.4 the Company has first given notice in writing to the Stock Exchange of its intention to sell such shares or stock.
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- 151 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered holder or person entitled by transmission to such share or stock and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a permanent creditor for such amount. No interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments as the Directors may from time to time think fit.

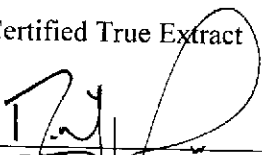
## REGISTER OF MEMBERS

- 152.1 The register of members for Listed Equity Securities of the Company or any other register for Equity Securities and/or Debt Securities listed and quoted on the Exchange shall be kept at the Central Securities Depository of the Exchange at the official address of the Exchange.
- 152.2 The register of members for unlisted shares of the Company not falling under article 148.1 above or any other register for Equity Securities and/or Debt Securities to which article 148.1 above does not apply shall be kept at the registered office of the Company

## GENERAL

- 153 These Articles shall be read and construed subject to the mandatory provisions of any law in force for the time
154. In the event that any of the Company's securities are admitted to listing on the Exchange, no deletion, amendment or addition to these Articles shall have any effect unless written approval has been obtained from the Listing Authority and, or the Exchange, as applicable, for such deletion, amendment or addition.
155. A Company shall ensure that any changes to its Memorandum and Articles of Association are submitted for prior written approval by the Listing Authority, and or the Exchange, supported by an explanation thereon by the Company's Corporate Advisor.

Certified True Extract

  
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Dr Roderick Zammit Pace  
Company Secretary

28 June 2019

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