



COMPANIES ACT, 1995

PUBLIC LIMITED LIABILITY COMPANY

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PLAN GROUP P L C

MEMORANDUM OF ASSOCIATION

OF

PLAN GROUP P.L.C.

NAME AND STATUS

- 1 The name of the Company is PLAN GROUP P L C

REGISTERED OFFICE

- 2 The registered office of the Company is at Plan Group Head Office, Triq il-Wirt Naturali, Baħar ic-Cagħaq, Naxxar NXR5232, Malta, or at such place as the Directors may from time to time determine

The company's email address is paul@plan.com.mt

OBJECTS

- 3 The objects for which the Company is constituted are
 - a To carry on the business of a finance and investment 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 borrow and raise money for the purpose of its business and to secure the repayment of the money borrowed by hypothecation or other charge upon the whole or part of the movable and immovable assets or property of the Company present and future.
 - c To subscribe for, acquire, hold, manage, administer, dispose of or otherwise deal with, directly or indirectly, any shares, stock, debentures, debenture stock, bonds notes, options, interests in or securities of all kinds of any company, corporation, entity, partnership or other body of persons, only in the name of and on behalf of the Company.
 - d To issue bonds, commercial paper or other instruments creating or acknowledging indebtedness and the sale or offer thereof to the public,
 - e To guarantee the payment of moneys whether due by the Company or by any third party, or to guarantee the performance of any contract or obligation in which the Company or any company in which the Company be interested, even by hypothecation of the Company's property present and future,
 - f To purchase, take on lease, exchange or acquire movable or immovable property by any title including emphyteusis and sub-emphyteusis, whether in its own name for the purposes of its business or on behalf of third parties for the receipt of a commission thereon.
 - g To sell, lease or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company,
 - h To invest the capital and other moneys of the Company in the purchase or subscription of any stocks, shares, debentures, bonds or other securities,

- i To carry on all or any of the businesses of a property investment company in all its branches, and to acquire by lease, purchase, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, subleases and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same,
- j To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments,
- k To undertake the conduct, management, agency or administration on behalf of any other person, body of persons, firm, company or partnership carrying on business of a nature similar or ancillary to the Company's business,
- l To enter into any agreement or make any arrangement in connection with the Company's business, with any government department or other authority, corporation, company or person which is in the interest of the Company,
- m 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,
- n 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,
- o To do all such other things which are incidental or conducive to the attainment of the above objects or of any of them,
- p To receive from the investments and assets mentioned in the foregoing paragraphs dividends, capital gains, interests and any other income including income or gains on their disposal, rents, royalties and similar income whether arising in or outside Malta and profits or gains attributable to a permanent establishment (including a branch) whether situated in or outside Malta

The objects set forth in each sub-clause of 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 enabling or empowering the Company to carry on any activity, business 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.

CAPITAL

- 4.1 The authorised share capital of the Company is twenty-four million euro (€24,000,000) divided into twenty-three million, nine hundred and ninety-nine thousand, nine hundred and ninety-nine (23,999,999) Ordinary Class A shares of one euro (€1) each and one (1) Ordinary Class B share of one euro (€1)

4.2 The issued share capital of the Company is twenty-three million, sixty thousand, one hundred and fifty-four euro (€23,060,154) divided into twenty-three million, sixty thousand, one hundred and fifty-three (23,060,153) Ordinary Class A shares of one euro (€1) each and one (1) Ordinary Class B share of one euro (€1), all fully (100%) paid up, subscribed and allotted as follows -

Name	No. of Shares
Paul Attard Maltese ID Card No 0359775M 259, De Vallet, Triq Ghajn Zejtuna, Mellieha, MLH 2701 Malta	23,060,153 Ordinary Class A
Lorraine Attard Maltese ID Card No 0533678M 259, De Vallet, Triq Ghajn Zejtuna, Mellieha, MLH 2701 Malta	1 Ordinary Class B

Ordinary Class "A" shares shall grant the right of one (1) vote for every share held and are participating shares entitled to receive dividend distributions as deemed fit by the Board of Directors and shall rank pari passu in all respects including dividend and capital repayment rights. Subscribers of ordinary Class "B" shares shall be entitled to receive notice of any general meeting in terms of the Articles of Association of the Company but shall not hold any voting rights. Furthermore, holders of ordinary Class "B" shares are not entitled to receive any dividend distributions nor are they entitled to any assets upon dissolution or winding up of the Company.

The Company is authorised to issue preference shares, with whatever denomination used and any redemption of such shares shall take place at par in accordance with the provisions of the Companies Act, 1995 and subject to any specific conditions, in accordance with the Articles of Association of the Company, included in any extraordinary resolution approving such redemption of shares. The said preference shares shall carry no voting rights.

PUBLIC COMPANY

5 The company is a public limited liability company, and the provisions of the Companies Act (Chapter 386 of the laws of Malta) shall be applicable accordingly.

DIRECTORS

6 The Board of Directors of the Company shall consist of not less than two (2) and not more than seven (7) Directors.

7 The Directors of the Company appointed by all the shareholders are

Paul Attard

Maltese ID Card No 0359775M
259, De Vallet
Triq Ghajn Zajtuna
Mellicha, MLH 2701
Malta

William Wait

(Independent Non-Executive Director)

Maltese ID Card No 0253668M
5, Golden Oriole
Triq ir-Rihan
Il-Figura
Malta

Alfred Attard

(Independent Non-Executive Director)

Maltese ID Card No 0481458M
84, Hacienda
Triq Ghaxxet L-Ghajn
Marsaskala
Malta

Edward Grech

(Independent Non-Executive Director)

Maltese ID Card No 0275265M
2, Mountain View
Triq Birguma
In-Naxxar
Malta

REPRESENTATION

8

- a Deeds of whatever nature engaging the Company and all other documents purporting to bind the Company, including bank documents, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, on behalf of the Company by any two (2) directors acting jointly as aforesaid at all times
- b The Company shall be represented in judicial proceedings by any two (2) directors acting jointly
- c Without prejudice and in addition to the aforesaid, the Board of Directors may, from time to time, in particular case or cases or classes of cases, by means of an ad hoc Board resolution, delegate such representation to any person or persons to represent the Company on such deeds or documents or for such other purpose as may be specified on the said resolution, either with or without concurrent delegation for any of the above purposes

COMPANY SECRETARY

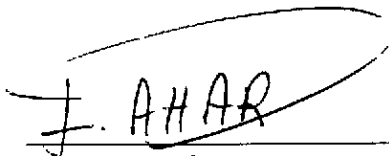
9 The Company shall have one company secretary. The company secretary is

Paul Attard

Maltese ID No 0359775M
259, De Vallet
Tluq Ghajn Zejtuna
Mellieha, MLH 2701
Malta

A handwritten signature in black ink, appearing to be 'PA', enclosed within a large, loopy oval stroke.

Paul Attard

A handwritten signature in black ink, appearing to be 'L. AHAR', enclosed within a large, loopy oval stroke.

Loirane Attard

ARTICLES OF ASSOCIATION

OF

PLAN GROUP P.L.C.

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

INTERPRETATION

- 2 In the Company's Memorandum of Association and in the Articles the following terms shall have the meanings given to them hereunder unless the context otherwise requires
 - a) The "**Act**" and the "**CA**" means the Companies Act, Cap 386 of the laws of Malta
 - b) "**Company**" means this company, and "**company**" includes any commercial partnership
 - c) "**Articles**" means the Company's Articles of Association
 - d) "**Debt Securities**" means debentures, including debenture stock, loan stock, loan notes, 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
 - e) "**Directors**" means the Directors of the Company
 - f) "**Equity Securities**" means shares in the Company of whatever class and other securities of the Company affording the holder thereof a right to subscribe for, or to convert the securities into, shares in the Company.
 - g) "**Exchange**" means the Malta Stock Exchange as established in terms of Chapter 345 of the Laws of Malta
 - h) "**Listed**" means listed or quoted on the Exchange
 - i) "**Listed Equity Securities**" means Equity Securities quoted on a Regulated Market, including, but not limited to, Prospects
 - j) "**Capital Markets Rules**" means the Malta Financial Services Authority Capital Markets Rules
 - k) "**Malta**" has the same meaning as assigned to it by Section 124 of the Constitution of Malta

- l) **"Office"** means the registered office of the Company
- m) **"Person"** shall have the meaning assigned to it by the Interpretation Act, Cap 249 of the Laws of Malta
- n) **"Record date"** means the day falling thirty (30) days immediately preceding the date set for the general meeting to which it relates
- o) **"Subscriber Shares"** means the shares which the first shareholders of the Company agree to subscribe for as more particularly set forth after their names in the Memorandum of Association

Defined terms may be used in the singular or plural as required by the context

SHARE CAPITAL AND RIGHTS

3.1 Without prejudice to any special rights previously conferred on the holders of any of the existing Equity Securities or class thereof, any Equity Security in the Company may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Directors may from time to time determine, as hereinafter provided, as long as any such issue of Equity Securities falls within the authorised share capital of the Company

3.2

- a) Subject to the provisions of the Act and any relevant resolution of the Company, all Equity Securities from time to time un-issued shall be at the disposal of the Directors, who may offer, allot, grant options over or otherwise dispose thereof to such persons and at such times and on such terms as they think proper
- b) Pursuant to and in accordance with the Act, the Directors shall be generally authorised to exercise during the prescribed period (as hereinafter defined) all the powers of the Company to allot relevant Equity Securities up to an aggregate nominal amount equal to the prescribed amount (as hereinafter defined)
- c) Pursuant to and within the terms of the said authority and in accordance with the Act, the Directors shall be empowered during the prescribed period to allot wholly for cash Equity Securities not exceeding in nominal amount the limit stated in sub-paragraph 3.2 (d) below
- d) The aggregate nominal amount of Equity Securities allotted wholly for cash during each prescribed period pursuant to the power in this paragraph shall not exceed the authorised share capital of the Company
- e) The said authority and the said power shall allow the Company before the expiry of a prescribed period to make an offer or agreement which would or might require the allotment of Equity Securities after such expiry and the Directors may, notwithstanding such expiry, allot Equity Securities in pursuance of such offer or agreement

- f) Unless the Members approve in a general meeting, or as otherwise permitted under the Capital Markets Rules, no Director shall participate in an issue of shares in the Company to employees

3.3 For the purposes of this article

“prescribed period” means in the first instance the period expiring five (5) years after the date of the adoption of the Articles and shall include any other period (not exceeding five (5) years on any occasion) for which the authority conferred by sub-paragraph 3.2 above is renewed or extended by ordinary resolution stating the prescribed amount for such period.

“prescribed amount” shall, for the first prescribed period be the amount of authorised share capital less the amount of the issued share capital of the Company at that time, and for any other prescribed period shall be the amount stated in the relevant ordinary resolution

- 3.4 The Directors may if they so deem fit, cause any of the Equity Securities or Debt Securities of the Company, irrespective of their class, whether issued or to be issued pursuant to these Articles, to be listed

- 3.5 Subject to the provisions of the Act any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company, before the issue, may by ordinary resolution determine

- 4 The rights attached to any class of Equity Securities as is currently in existence, or other classes of Equity Securities that may be created in the future, may (unless otherwise provided by the terms of issue of those Equity Securities), whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Equity Securities of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Equity Securities of that class. To every such separate general meeting the provisions of the Articles relating to general meetings shall apply

- 5 If any shareholder (the “transferring member”) wishes to transfer his Equity Securities or any of them, he shall inform the Directors by notice in writing (the “Transfer Notice”) specifying the number of Equity Securities to be transferred and his estimated valuation of each share. The transferring member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors. The receipt by the Directors of such a Transfer Notice shall constitute an authority to them to offer for sale the shares specified therein at their “fair value” in accordance with current professional practice to be ascertained

- a by the Auditors of the Company, or
- b by any other accountant / firm of accountants whom the Directors shall appoint with the consent in writing of the transferring member

Provided that the above options are to be exercised in the order stipulated above.

Any holder of Equity Securities wishing to transfer his Equity Securities must first offer them for sale to the other holders of Equity Securities at their "fair value". The other holders of Equity Securities shall have the right to purchase such equity securities and should more than one (1) holder of Equity Securities desire to take up the offer such shares shall be distributed amongst them in proportion as nearly as may be to the number of Equity Securities held by them. Such offer has to be made through the Board of Directors of the Company, which within thirty (30) days of receipt of such offer is to transmit it by registered mail to the holders of Equity Securities in the Company, together with the Auditor's report establishing the "fair value" of such shares, allowing each holder of Equity Securities fifteen (15) days to indicate the number, if any, he is willing to purchase. Any holder of Equity Securities not replying to the offer by registered mail within the specified period will be considered to have declined the said offer. In the event of the whole of the said offer not being taken up by the holders of Shares of the Company in accordance with the above, the proposing transferor may at any time within three (3) calendar months after the expiration of the said thirty (30) days, beginning on the date of the transfer notice, sell the shares not taken up to any person, at a price not lower than the "fair value".

- 6 The Company may exercise the power of paying commissions or of making discounts or allowances provided it complies with the requirements of the Act. Such commission/s may be satisfied by the payment of cash or the allotment of Equity Securities, whether partly or fully paid up, or a combination of both.
- 7.1 In respect of an Equity Security held jointly by several persons the joint holders may nominate one of them as their representative and his name will be entered in the register of Members. Such person shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Equity Security so held. In the absence of such nomination, and until such nomination is made, the person first named on the register of Members in respect of such Equity Security shall for all intents and purposes be deemed to be the registered holder of the same.
- 7.2 In respect of a Debt Security held jointly by several persons the joint holders shall nominate one of them as their representative and his name will be entered in the register of Debt Securities. Such person shall for all intents and purposes be deemed, vis-a-vis the Company, to be the registered holder of the Debt Security so held. In the absence of such nomination, and until such nomination is made, the person first named on the register of Debt Securities in respect of such Debt Security shall for all intents and purposes be deemed to be the register holder of the same.
- 8.1 Subject to the provisions of this Article and unless the Members in General Meeting approve otherwise, the Company in issuing and allotting new Equity Securities
 - a) Shall not allot any of them on any terms to any person unless an offer has first been made to each existing Member to allot him at least on the same terms, a proportion of the new Equity Securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate Equity Securities in issue in the Company immediately prior to the new issue of Equity Securities, and

b) Shall not allot any of them to any person upon the expiration of any offer made to existing Members in terms of Article 8 1(a) Any such Equity Securities not subscribed for by the existing Members pursuant to Article 8 1(a) may be offered for subscription to the general public under the same or other conditions which however cannot be more favourable to the public than an offer made under 8 1(a)

8 2 Article 8 1 shall not apply to a particular allotment of Equity Securities if these are, or are to be, wholly or partly paid up otherwise than in cash, and/or which are being allotted in pursuance to a conversion of listed Debt Securities into Equity Securities in pursuance to a conversion option granted in terms of the offering document governing the issuance of the said listed Debt Securities

8 3 A Member shall have the right to assign in favour of third parties his right to accept an offer made to him pursuant to the provisions of Article 8 1 Any assignee of such a right shall for the purposes of this Article be deemed to be an existing Member

8 4 The Company shall not issue or allot any Equity Securities such that such issue or allotment would dilute a substantial interest in the Company without prior approval of the shareholders in general meeting

8 5 No Director shall be eligible to participate in the issue or allotment of new Equity Securities offered to the employees of the Company or related companies of the group of companies of which the Company forms part without the prior approval of the shareholders in General Meeting

9 1 Whenever there are preference shares in issue, the holders thereof shall have the same rights as Members holding Ordinary shares in receiving notices, reports, financial statements and in attending General Meetings

9 2 Without prejudice to any rights that may be granted to persons holding preference shares in the relative terms of issue, such persons shall not, as holders of preference shares, have the right to attend and vote at General Meetings except on a resolution

a) For the purpose of reducing the capital of the Company, or

b) For the purpose of winding up the Company, or

c) For the purpose of any proposal submitted to the meeting which directly affects their rights and privileges, or

d) For the purpose of effecting the dividend on preference shares when the dividend on their shares is in arrears for more than six (6) months

9 3 Unless otherwise provided in the terms of issue of preference shares, on any resolution where, in terms of the provisions of Article 9 2 preference shareholders are entitled to vote, each preference share shall entitle its holder to one vote

- 10 The Company may, subject to such restrictions, limitations and conditions contained in the Act, acquire its own Equity Securities
- 11 1 With the exception of listed Equity Securities and listed Debt Securities of the Company every person whose name is entered as a Member in the register of Members shall be entitled to receive free of payment, within two months after allotment or lodgement of a transfer duly stamped, or within such other period as the terms and conditions of issue may provide, a certificate for all his Equity Securities in a particular class, or several certificates, each for one or more Equity Securities, upon payment of €1 00 (one Euro) for every certificate after the first, or such sum as the Directors shall from time to time determine. Provided that in the event of a Member transferring part of the Equity Securities represented by the same share certificate in his name, a new certificate in respect of the balance thereof shall be issued in his name without payment. In the event of joint holders, the Company shall not be bound to issue more than one certificate, and delivery of one certificate for an Equity Security to any one of the several joint holders thereof shall be sufficient delivery to all. Every certificate shall be signed by the secretary or some other person nominated by the Directors for the purpose and shall specify and denote the number of Equity Securities and class, if any, to which it related and the nominal value thereof
- 11 2 The provisions of Article 11 1 shall mutatis mutandis apply to certificates required to be issued by the Act or other applicable law in connection with other securities, including Debt Securities, issued by the Company
- 12 1 In the event that any certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require, and in the case of wearing out, or defacement, or change of address of the Member, on delivery of the old share certificate, and in the case of destruction or loss, on the execution of such indemnity as is considered necessary, if at all by the Directors, and in any case upon the payment of €10 (ten Euro) or such sum as the Directors shall from time to time determine. In case of destruction or loss, the person to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss to such indemnity
- 12 2 For the listed Debt Securities or listed Equity Securities of the Company, the holder thereof shall be entitled to receive from the Central Securities Depository of the Exchange a document evidencing his registration as a Member or the holder of Debt Securities of the Company in the number of Equity Securities or Debt Securities held, or such other evidence as may from time to time be prescribed by or under any applicable rules or regulations

CALL ON EQUITY SECURITIES

- 13 1 The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Equity Securities and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the time/s and place for payment) pay to the Company at such time/s and place so specified, the amount called on his Equity Securities. A call may be made payable by instalments

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

TRANSFER AND TRANSMISSION OF TRANSFERABLE SECURITIES

- 18.1 All transfers of listed Equity Securities and Debt Securities shall be subject to the rules and regulations of the Exchange from time to time, and as such there shall be no restriction to transfer same
- 18.2 An Equity Security other than listed Equity Security may be transferred by an instrument in writing and shall be subject to the provisions of Article 5 hereof. The instrument of transfer of any such Equity Security shall be executed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain a holder of the Equity Security until the name of the transferee is entered in the register of Members in respect thereof. In no case may a part of an Equity Security constitute the object of a transfer
- 19 The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided that

- a) In the case of listed Equity Securities, the suspension and duration thereof shall be subject to the provisions of the Capital Markets Rules regulating suspension of trading,
 - b) And provided further that in the case of listed Equity Securities, the registration of transfers may not be suspended at any time between the record date and the general meeting to which the record date applies, and
 - c) In the case of Equity Securities other than listed Equity Securities, such registration shall not be suspended for more than thirty (30) days in any one calendar year
- 20 In the case of the death of a Member, his Equity Securities shall devolve upon his successors by will or by operation of law as the case may be, but nothing herein contained shall release the person or persons to whom the Equity Securities shall devolve from any liability in respect of any Equity Security held by him or them or to which he or they are entitled
- 21 1 Any person becoming entitled to a listed Equity Security in consequence of the death of a Member shall, upon producing such evidence of his entitlement as the Exchange may from time to time require, have the right to be registered himself as the holder of the Equity Security
- 21 2 Any person becoming entitled to an Equity Security other than a listed Equity Security in consequence of the death of a Member shall, upon producing such evidence of his entitlement as the Directors may from time to time require, have the right to be registered himself as the holder of the Equity Security or to make such transfer thereof as the deceased Member would himself have been entitled to make
- 21 3 In the case of Equity Securities other than listed Equity Securities, if a person becoming so entitled shall elect to be registered as a Member, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall evidence his election by executing to that person a transfer of Equity Securities. All the provisions relating to the transfer of Equity Securities in the Articles shall be applicable to such transfer

PROVIDED that the Directors may at any given time give notice requiring any such person to elect either to be registered himself or to transfer the Equity Securities, and if the notice is not complied with within ninety (90) days, the Directors may thereafter withhold payments of all dividends, bonuses or other money payable in respect of the Equity Securities until the requirements of the notice have been complied with

- 22 Subject to the proviso to Article 21 3, a person becoming entitled to an Equity Security by reason of the death of the holder thereof shall be entitled to the same dividends and other rights and advantages to which he would be entitled if he were the registered holder of the Equity Security, except that he shall not before being registered as a Member in respect of the Equity Security be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company

FORFEITURE OF EQUITY SECURITIES

- 23 If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any call or part thereof remains unpaid, require payment of so much of the call or instalment as is unpaid, together with any interests which may have accrued, by means of a notice which shall also name a

further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at, or before, the time appointed, the Equity Securities in respect of which the call was made will be liable to forfeiture

24 If the requirements of such notice as aforesaid are not complied with, any Equity Security in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. The Member shall however retain the right to all dividends declared before the call was made and which have not been paid, as well as the right to dividends declared after the call but before the date of forfeiture in which latter case however, his right shall only extend proportionately up to the amount actually paid by him. This without prejudice to any subtraction, from such dividend/s due to him, of all sums of money payable by him to the Company on account of calls or otherwise in relation to Equity Securities of the Company as provided in these Articles

25 A forfeited Equity Security may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and the Company may receive the consideration, if any, given for the Equity Security on any sale or disposal thereof and may execute a transfer in favour of the person to whom the Equity Security is sold or disposed of, who shall thereupon be registered as a holder of the Equity Security. At any time before a sale or disposal, the forfeiture may be cancelled on such terms as the Directors may deem fit,

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

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

PLEDGING OF EQUITY SECURITIES

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

REGISTER OF MEMBERS

28.1 Unless otherwise provided for in any law, rule or regulation, the register of Members of the Company for Listed Equity Securities or any other register for Listed Equity Securities and/or Listed Debt Securities shall be kept at the Exchange

28.2 The register of Members for Equity Securities other than Listed Equity Securities and any other register to which Article 10.1 does not apply shall be kept at the registered office of the Company

28 3 Any register referred to in Articles 10 1 and 10 2 shall be available for inspection in accordance with Article 125 of the Act at the registered office of the Company

GENERAL MEETINGS

29 1 Subject to the provisions of the Act the Annual General Meetings of the Company shall be held at such time and place as the Directors shall appoint

29 2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings

30 The Directors may convene an Extraordinary General Meeting whenever they think fit Extraordinary General Meetings may also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act If at any time there are not in Malta sufficient Directors capable of acting to form a quorum, any Director, or any two Members of the Company, may convene an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors

31 1 A General Meeting of the Company shall be deemed not to have been duly convened unless at least 14 (fourteen) days' notice has been given in writing to all those persons entitled to receive such notice in terms of these Articles, the law or the applicable Capital Markets Rules The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it was given and shall specify the information prescribed by law or applicable Capital Markets Rules

32 1 Notice of every general meeting shall be given to

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

Without prejudice to the provisions of Article 9 2 of the Articles, no other persons shall be entitled to receive notice of general meetings

32 2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, shall not invalidate the proceedings of a meeting

33 1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also that which is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and the auditors, the election of the Directors, the appointment of auditors and the fixing of the remuneration of Directors and the auditors

33 2 Decisions upon the following non-exhaustive matters shall be taken at General Meetings of the Company, by means of an extraordinary resolution

- a Any amendment to the Memorandum and Articles of Association of the Company,

- b Any variation to the rights or restrictions attached to any of the shares in the issued capital of the Company,
- c Increasing the amount of the Company's issued share capital, granting any option or other interest (in form of convertible securities or any other form) over or in its share capital, redeeming or purchasing any of its own shares or effecting any other reorganisation of its share capital,
- d Applying for the listing or trading of any shares or debt securities of the Company on any stock exchange or market,
- e Passing any resolution for the winding up of the Company or presenting any petition for its administration,
- f Any material change in the nature or scope of the Company's business or the commencement of any new business which is not ancillary or incidental to its current business,
- g Acquiring shares in any other company or participating in any equity partnership or equity joint venture, whether incorporated or not,
- h Closing down any business operation of the Company or disposing of or diluting the Company's interest in any of its subsidiaries, whether provisional or not,
- i Amalgamating or merging the Company with any other company or business undertaking,
- j Altering the Company's name or registered office,
- k Permitting the Company to enter into any transaction or arrangement of any nature whatsoever, solely or jointly with any other person and including any related counterparty, if
 - i The aggregate value of all actual and possible payments related to that transaction or arrangement is in excess of five hundred thousand euro (€500,000), or
 - ii The transaction or arrangement increases the total of all existing and future transactions or arrangements with that person or related counterparty to a figure in excess of five hundred thousand euro (€500,000),
- l Permitting the Company to enter into any commitment by way of a transaction or series of related transactions where the aggregate value of all actual and possible payments is greater than five hundred thousand euro (€500,000),
- m Permitting the Company to enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than at arm's length terms,
- n Granting any rights (by licence or otherwise) in or over any intellectual property owned or used by the Company,

- o Making or permitting to be made any material change in the accounting policies or principles adopted by the Company in relation to the preparation of its audited and/or management accounts,
- p Declaring or paying any dividend,
- q Permitting the Company to make any loan (other than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or give any guarantee (other than in the normal course of trading) or indemnity
- r Permitting the Company to give any guarantee, suretyship or indemnity to secure the liability of any person or assume the obligations of any person,
- s Permit the Company to change the Company's banking arrangements in a material manner which would significantly or potentially adversely affect its usual business
- t Factoring or assigning any of the book debts to the Company,
- u Establishing or amending any pension scheme, or granting any pension rights to any director, officer, employee, former director, officer, or employee, or any member of such person's family,
- v Permitting the Company to institute settle or compromise any legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submit to arbitration or alternative dispute resolution any dispute involving the Company if the amount in question is in excess of five hundred thousand euro (€500,000)

34.1 No business shall be transacted at any general meeting unless a quorum of Members is present, in person or proxy, at the time when the meeting proceeds to business, save as herein otherwise provided Members holding in the aggregate not less than 75% of the nominal value of the issued Equity Securities entitled to attend and vote at the meeting, shall constitute a quorum

34.2 A person shall be entitled to participate in and vote at a general meeting if such person is entered as a holder of Equity Securities on the register of members on the record date and any change to any entry on the said register after the record date shall be disregarded in determining the right of any person to attend and vote at the meeting

34.3 The directors may establish systems to

- 34.3.1 Allow persons entitled to attend and vote at general meetings of the Company to do so by electronic means in accordance with the relevant provisions of the Capital Markets Rules, and
- 34.3.2 Allow for votes on a resolution on a poll to be cast in advance
- 34.3.3 Should the directors establish any system referred to in article 34.3 any references in these Articles to attendance and voting at a general meeting shall apply mutatis mutandis to attendance and voting by electronic means or to the casting of votes in advance, as applicable

- 34.4 The directors may require proof and may establish systems aimed at confirming the identity and the rights of a person to attend and cast votes at general meetings. Provided that such proof shall be proportionate to the achievement of the aforesaid objectives
- 35 If within half an hour from the time appointed for the commencement of the meeting, a quorum is not present, the meeting, howsoever called, shall, if duly convened, stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine provided that the first meeting was duly convened in accordance with the Memorandum and Articles of Association of the Company, the adjourned meeting is held at least ten days after the final convocation is issued and that no new item is put on the agenda of such adjourned meeting. If at the adjourned meeting a quorum is not yet present within half an hour from the time appointed for the meeting, the Member or Members present shall constitute a quorum
- 36 The chairman of the board of Directors shall preside as Chairman at every general meeting of the Company or, if there is no such Chairman, or if he shall not be present within twenty (20) minutes from the time appointed for the commencement of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting
- 36.1 At the commencement of any general meeting, whether annual or extraordinary, the Chairman may set the procedure which shall be adopted for the proceedings of that meeting. Such procedure shall be binding on the Members
- 37 If at any meeting no Director is willing to act as Chairman or if no Director is present within thirty (30) minutes after the time appointed for the commencement of the meeting, the Members shall choose one of their number to be Chairman of the meeting
- 38 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unattended or unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting
- 39 At any general meeting a resolution put to the vote shall be determined and decided by a show of hands, unless a poll is demanded before or on the declaration of the result of a show of hands by,
- a) The Chairman of the meeting, or
 - b) By at least two (2) Members present in person or by proxy, or
 - c) Any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting power of all Members having the right to vote at that meeting, or
 - d) A Member or Members present in person or by proxy holding Equity Securities conferring a right to vote at the meeting, being Equity Securities on which an

aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Equity Securities conferring that right

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, together with an entry to that effect in the minute book, shall be conclusive evidence of the fact without need for the proof of the number or proportion of the votes recorded in favour of or against such resolution

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

The demand for a poll may be withdrawn

- 40 Except as provided in Article 42 if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 41 In the case of equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall have a second or casting vote
- 42 A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately
- 43 Subject to any rights or restrictions for the time being attached to any class or classes of Equity Securities, on a show of hands every Member present in person or by proxy shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for each Equity Security carrying voting rights of which he is the holder or for which he holds a valid proxy as the case may be
- 44 No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of Equity Securities have been fully paid
- 45 No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive
- 46 1 Every person entered into the register of members kept by the Company shall, subject to the provisions of article 46 2, be entitled to appoint one person to act as proxy holder to attend and vote at a general meeting instead of him. The proxy holder shall enjoy the same rights to participate in the general meeting as those to which the Member thus represented would be entitled

- 46.2 Where a person whose details are entered into the register of members is holding shares for and on behalf of third parties, such Member shall be entitled to grant a proxy to each of his clients or to any third party designated by a client. The said Member shall be entitled to cast votes attaching to some of the shares differently from the others.
- 46.3 The instrument appointing a proxy shall be deposited at the registered office of the Company or at any other place in Malta as may be specified for that purpose in the notice convening the meeting, or by electronic means in accordance with section 5.26 of the Capital Markets Rules, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or in the case of the poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. The provisions of this article 46.3 shall apply mutatis mutandis to the revocation of the appointment of a proxy.
- 46.4 Any person acting as a proxy holder may hold a proxy from more than one Member. Where a proxy holder holds proxies from several Members he may cast votes for a certain Member differently from votes cast for another Member.
- 46.5 In the case of voting by a show of hands, a proxy who has been mandated by several Members and instructed to vote by some shareholders in favour of a resolution and by others against the same resolution shall have one vote for and one vote against the resolution.
47. A form of instrument of proxy shall be in such form as may be determined by the directors in accordance with the applicable Capital Markets Rules. The proxy form shall be designed in a way which would allow a Member appointing a proxy to indicate how he would like his proxy to vote in relation to each resolution.
- 48.1 The instrument appointing the proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 48.2 Where a Member specifies in the proxy form how his proxy is to vote, the proxy form itself shall constitute the vote.
49. An extraordinary resolution shall be a resolution which complies with Section 135 of the Act, namely a resolution which
- (i) Has been taken at a general meeting of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given, and
 - (ii) Has been passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five per cent (75%) in nominal value of the Equity Securities represented and entitled to vote at the meeting and at least fifty one per cent in nominal value of all the Equity Securities entitled to vote at the meeting.

Provide that, if one of the aforesaid majorities is obtained but not both, another meeting shall be convened within thirty days in accordance with the provisions for the calling of meetings to take a fresh vote on the proposed resolution. At the second meeting the resolution may be passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five percent in nominal value of the Equity Securities.

represented and entitled to vote at the meeting. However, if more than half in nominal value of all the Equity Securities having the right to vote at the meeting is represented at that meeting, a simple majority in nominal value of such Equity Securities so represented shall suffice.

49.1 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Assent given by a facsimile or telex jointly or severally by the Members shall be sufficient for the purpose of this Article.

DIRECTORS

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

50.2 All Directors of the Company shall be individuals.

50.3 At the first meeting of the Directors following an annual general meeting the Executive Directors shall appoint one of their number to be Chairman.

51.1 The Directors of the Company shall be appointed by the shareholders in the annual general meeting of the Company. Save for the provisions of article 51.3, an election of Directors shall take place every year. The procedure for the appointment of Directors shall be as follows:

51.1.1 Any Member or number of Members who in the aggregate hold not less than 50,000 shares having voting rights in the Company shall be entitled to nominate fit and proper persons for appointment as Directors of the Company.

51.1.2 In addition to the nominations that may be made by Members pursuant to the provisions of Article 51.1.1, the Directors themselves or a committee appointed for the purpose by the Directors, may make recommendations and nominations to the Members for the appointment of Directors at the next following annual general meeting.

51.2 For the purpose of enabling Members to make nominations in accordance with the provisions of Article 51.1.1, the Company shall grant a period of at least fourteen (14) days to Members to nominate candidates for appointment as Directors. Such notice may be given by the publication of an advertisement in at least two (2) daily newspapers. All such nominations, including the candidate's acceptance to be nominated as director, shall on pain of disqualification be made on the form to be prescribed by the Directors from time to time and shall reach the Office not later than fourteen (14) days after the publication of the said notice (the "Submission Date"), PROVIDED THAT the Submission Date shall not be less than fourteen (14) days prior to the date of the meeting appointed for such election. Nominations to be made by the Directors or any sub-committee of the Directors appointed for that purpose shall also be made by not later than the date established for the closure of nominations to Members pursuant to this Article.

51.3 In the event that there are either less nominations than there are vacancies of the Board or if there are as many nominations made pursuant to either Article 51.1.1 or 51.1.2 as there are vacancies on the Board, then each person so nominated shall be automatically appointed a Director.

- 51.4 In the event that there are more nominations made pursuant to the provisions of Articles 51.1.1 or 51.1.2, then an election shall take place in accordance with the provisions of these Articles. Save for the case contemplated in Article 51.3, an election pursuant to this Article 51.4 shall be held every year.
- 51.5 Unless they resign or are removed, Directors shall hold office up until the end of the annual general meeting next following their appointment. Directors whose terms of office expires or who resign or are removed are eligible for re-appointment.
- 52.1 Whenever in terms of these Articles an election is necessary amongst candidates nominated for appointment as Directors, such election shall be conducted in the manner prescribed by these Articles or in such manner as close as practicably possible thereto as the Directors may consider equitable in the circumstances.
- 52.2 After the date established as the closing date for the nominations to be received by the Company for persons to be appointed Directors, the Directors shall draw the names of each candidate by lot and place them in a list in the order in which they were drawn. The list shall be signed by the Chairman and the Company Secretary for verification purposes.
- 52.3 On the notice calling the annual general meeting at which an election of directors is to take place there shall be proposed one resolution for the appointment of each candidate in the order in which the names were drawn in accordance with the provisions of Article 52.2, so that there shall be as many resolutions as there are candidates. The Directors shall further ensure that any Member may vote for each candidate by proxy.
- 52.4 At the general meeting at which the election of Directors is to take place the Chairman shall propose the name of each candidate as a separate resolution and the Members shall take a separate vote for each candidate. The Members shall first be asked to vote by a show of hands and if a poll is validly called in accordance with the provisions of these Articles a poll shall be conducted. Each Member shall be entitled, in the event of a poll, to use all or part only of his votes on a particular candidate.
- 52.5 Upon a resolution being carried, whether by a show of hands or by a poll, the candidate proposed by virtue of that resolution shall be considered elected and appointed a Director. No further voting shall take place once enough resolutions have been passed to ensure that all vacancies on the Board have been filled, even if there are still candidates with respect to whom a resolution has not yet been called.
- 52.6 Members may vote in favour or against the resolution for the appointment of a Director in any election, and a resolution shall be considered carried if it receives the assent of more than fifty per cent of the members present and voting at the meeting.
- 52.7 Unless a Member demands that a vote be taken in respect of all or any one or more of the nominees, in the event that there are as many nominations as there are vacancies or less, no voting will take place and the nominees will be deemed appointed Directors.
- 53 Any Director may be removed, at any time, by the Member or Members by whom he was appointed. The removal may be made in the same manner as the appointment.
- 54 Any Director may be removed at any time by the Company in general meeting pursuant to the provisions of section 140 of the Act.

55 1 Without prejudice to the provisions of the Act, the office of a Director shall 'ipso facto' be vacated

- a) If, by notice in writing to the Company, he resigns from the office of Director, or
- b) If he absents himself from the meetings of the Directors for a continuous period of three (3) calendar months without leave of absence from the Directors and the Directors pass a resolution that he is, by reason of such absence, deemed to have vacated office, or
- c) If he violates the declaration of secrecy required of him under the Articles and the Directors pass a resolution that he has so violated the declaration of secrecy, or
- d) If he is prohibited by or under any law from being a Director, or
- e) If he is removed from office pursuant to the Articles of this Act

Without prejudice to the 'ipso facto' vacation of the office of a Director on the happening of the events referred to in Article 55 1, a resolution of the Directors declaring such to have taken place, shall be evidence as to the fact and the grounds of vacation stated in the resolution

55 2 A person shall also immediately no longer be qualified to act, or to continue to act, as a director, if he becomes of unsound mind, or is convicted of any crime punishable by imprisonment, or is declared bankrupt during his term of office

56 1 Subject to the provisions of Articles 51 and 53, any vacancy among the Directors may be filled by the co-option of another person to fill such vacancy, and such person will be eligible for re-election. Such co-option shall be made by the Board of Directors. Any vacancy among the Directors filled as aforesaid, shall be valid until the conclusion of the next annual general meeting, wherein such person shall be eligible for re-election

56 2 In the event that at any time and for any reason the number of Directors falls below the minimum number established by the Memorandum of Association of the Company, then, notwithstanding the provisions regulating the quorum for meetings of the Directors, the remaining Directors may continue to act notwithstanding any vacancy in their body, provided they shall, with all convenient speed, and under no circumstances later than three (3) months from the date upon which the number of Directors has fallen below the minimum, convene a general meeting for the sole purpose of appointing/electing the required Director/s

57 1 A Director may by letter addressed to the Chairman of the board of Directors appoint an alternate director to act instead of him at meetings of the Directors, and may at any time by letter addressed to the Chairman remove such alternate director. An existing Director may be appointed as an alternate to another director in which case his rights as alternate, including the right to vote, shall be additional to his rights as Director

The alternate director shall be another serving Director of the Company or a director of a company which forms part of the same group of companies as the Company

57 2 The Directors shall have the power to appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in them) and for such periods and subject to such conditions as they

may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may deem fit, and may also authorise any such attorney to delegate all or any of his powers, authorities, and discretions vested in him

58 The Directors may delegate any such powers, authorities and discretions to committees or working groups, composed of persons of their body or other persons appointed by them, to deal with any matter which the Directors may deem fit. In appointing such committees and/or working groups the Directors may give specific or general terms of reference as they deem fit to enable that committee or working group attain the aims for which it has been duly constituted

59 The aggregate emoluments of all Directors in any one financial year, and any increases thereto, shall be such amount as may from time to time be determined by the Company in general meeting, and any notice convening the general meeting during which an increase in the maximum limit of such aggregate emoluments shall be proposed, shall contain a reference to such fact

The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of Directors or other committee appointed under Article 58, or general meetings of the Company or in connection with the business of the Company

60 If any Director, being willing, shall be called upon to sit on any committee or working group of the Company or to perform other services related to the operations of the Company but which fall outside the scope of the ordinary duties of a Director, the Company may remunerate, as determined by the Directors, such Director, in addition to or in substitution of his remuneration as Director. The Directors of the Company may hold such other office with the Company apart from the office of Director, and be remunerated therefore, as the Directors may from time to time determine

61 A Director shall not be required to have a shareholding qualification, but this notwithstanding, a Director who is not a Member shall be entitled to attend and speak at general meetings of the Company, however, except as provided for in these Articles, he shall not be entitled to vote

62 Subject to the applicable provisions of the Articles, the Directors may exercise all the powers of the Company to borrow money and to hypothecate or charge its undertaking, property and uncalled capital or any part thereof, and to issue Equity Securities and Debt Securities on such terms, in such manner and for such consideration as they think fit, whether outright or as security for any debt, liability or obligation of the Company or of any third party

Provided that the Members in general meeting may, from time to time, restrict and limit the aforesaid powers of the Directors, in such manner as they may deem appropriate

63 The Directors shall exercise their powers subject to the Articles, the Act, the rules and regulations of the Malta Financial Services Authority and the Exchange in force from time to time, and subject to such regulations, not inconsistent with the aforesaid, as may be prescribed by the Company in general meeting provided that no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made

- 64.1 A Director who in any way, whether directly or indirectly, has an interest 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 the Act, shall be precluded from voting on the said contract or arrangement, unless prior authorisation is granted by the Malta Financial Services Authority
- 64.2 The Directors may, subject to obtaining the approval of the Members in general meeting, pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premia for the purchase or provision of any such gratuity, pension or allowance
- 65 The Directors shall cause minutes to be kept in books provided for the purpose
- a) Of all appointments of officers made by the Directors,
 - b) Of the names of the Directors present at each meeting of the Directors and of any committee of Directors,
 - c) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors

PROCEEDINGS OF DIRECTORS

- 66 The Directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. All meetings of Directors shall take place in Malta. Any resolution taken at a meeting held in a place other than Malta shall not be valid and shall have no effect. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. The Chairman may at any time summon a meeting of the Directors. The Secretary shall, on the written requisition of not less than two (2) Directors, summon a meeting of the Directors
- 67 No business shall be transacted at any meeting of the Directors unless a quorum of Directors is present, in person or through alternates, at the time when the meeting proceeds to business, save as herein otherwise provided, the quorum shall be two (2) Directors. If within half an hour from the time appointed for the commencement of the meeting, a quorum is not present, the meeting, howsoever called, shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors present may determine (such Directors constituting a quorum for such purpose only) and if at the adjourned meeting a quorum is not yet present within half an hour from the time appointed for the meeting, one (1) Director shall constitute a quorum
- 68 Notice of every meeting of the board of Directors shall be given to all Directors of the Company and, save as hereinafter provided, shall in no case be of less than three (3) days. Notice of meetings of Directors to any Director for the time being absent from Malta shall be given at his address in Malta (or last known address) and at his address abroad (provided that such Director has duly informed the Company of such latter address). Such notice shall not be required if (i) it is waived by a decision of all Directors entitled to receive notice of and vote at a meeting of the Directors, and (ii) a meeting is called by the Chairman as a matter of urgency, provided that the Chairman shall have noted the urgency of the meeting

in the notice and the general nature of the urgent business to be discussed. A Director may give his consent to the waiver of notice by way of electronic mail, fax or other means of readable communication.

- 69 If at any time the Chairman is not present within thirty (30) minutes after the time appointed for a meeting of the Directors, the Directors may choose one of their number to chair the meeting.
- 70 1 Without prejudice to the provisions of Article 58, the Directors may from time to time appoint one or more of their body to the office of Chief Executive Officer for such period, not exceeding such Director's term of office as a Director, and on such terms and conditions as they deem fit, and subject to any agreement entered into in any particular case, may revoke such appointment. The appointment of a Managing Director shall be automatically terminated if he ceases for any cause to be a Director.
- 70 2 The Directors may entrust to and confer upon a Chief Executive Officer any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time-to-time revoke, withdraw, alter or vary all or any such powers.
- 71 1 The board of Directors shall have power to transact all business of whatever nature not expressly reserved by the Memorandum of Association of the Company or by the Articles to be exercised by the Company in general meeting or by any provision contained in any law from the time being in force.
- 71 2 Any decision of the Board of Directors shall be deemed as valid if four (4) of five (5) directors making up the Board of Directors, vote and agree to such a decision, subject to having the necessary quorum for the transaction of the business.
- 72 A resolution in writing signed by all the Directors for the time being entitled to receive notice of and to attend and vote at a meeting of the Directors shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 73 Any resolution as is mentioned in article 72 may consist of several documents in the like form each signed by one or more of the Directors.

SECRETARY

- 74 Without prejudice to the provisions of the Act regulating the appointment and functions of the secretary of the Company, the appointment or replacement of the secretary and the conditions of holding office shall be determined by the Directors. The Company Secretary shall be responsible for keeping
- the minute book of general meetings of the Company,
 - the minute book of meetings of the board of Directors,
 - the register of Members and the register of beneficial owners,
 - the register of Dcbt Securities, and

- such other registers and records as the secretary may be required to keep by the board of Directors

The secretary shall apply his best endeavours to

- ensure that proper notices are given of all meetings, and
- ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act

DIVIDEND AND RESERVES

- 75 The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors
- 76 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
- 77 No dividend shall be paid otherwise than out of the profits of the Company available for distribution
- 78 Without prejudice to the relevant provisions of the Act, the Directors may, prior to recommending any dividend, set aside out of the profits of the Company available for distribution any such sum as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Equity Securities of the Company) as the Directors may from time to time think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they think prudent not to divide
- 79 Subject to any rights of persons, if any, entitled to Equity Securities with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Equity Securities in respect whereof the dividend is paid but no amount paid or credited as paid on the Equity Securities in advance of calls shall be treated for the purpose of this regulation as paid on the Equity Securities. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Equity Securities during any portion or portions of the period in respect of which the dividend is paid, but if any Equity Security is issued on terms providing that it shall rank for dividend as from a particular date, such Equity Security shall rank for dividend accordingly
- 80 The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Equity Securities of the Company
- 81 Any dividend or other moneys payable in respect of an Equity Security may be paid by cheque or warrant sent through the post and directed to the registered address of the holder or, in the case of an Equity Security held jointly by more than one person, to the registered address of the person named in the register of Members,

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

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

82.1 No dividend shall bear interest against the Company.

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

ACCOUNTS

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

83.2 The Directors shall cause a printed copy of the profit and loss account and balance sheet, together with any Directors' and auditors' report attached thereto, in any such form as the Malta Financial Services Authority may from time to time determine to be delivered or sent by post to every Member of the Company and other persons entitled to receive notices of general meetings, at least twenty-one (21) days prior to each general meeting.

CAPITALISATION OF PROFITS

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

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

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

NOTICE

- 85.1 A notice may be given by the Company to any Member by sending it by post to his registered address in Malta, or if he has no such registered address in Malta, to the address, if any, supplied by him to the Company to receive notice thereof. Notice to any Member may be given by means of electronic mail. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and mailing a letter containing the notice, and to have been effected at the expiration of twenty-four (24) hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 85.2 A notice may be given to the joint holders of an Equity Security by giving the notice to the holder of such Equity Security first named in the register of Members.
- 85.3 Notwithstanding the provisions of article 85.1 the Company may publish any notice required to be sent either on the website of the Exchange on which the Equity Securities are listed, provided that having sent a notice by mail at the address specified in article 85.1 requesting the consent from the holder of Equity Securities to the publication of the notices on such website the holder of Equity Securities has given his consent to receive notice by such means (the "Consenting Shareholder"). From the date of receipt of such consent by the Company any notices required to be sent by publishing the same on the said websites without the need of sending notices by pre-paid email.
- 86 Any notice required to be given by the Company to the Members or any of them, and not expressly provided for by the Articles, shall be sufficiently given if given by advertisement.
- 87.1 Any notice, required to be, or which may be given by advertisement, need be advertised not more than once in two daily local newspapers, one in the Maltese language and one in the English language.
- 87.2 If postal services in Malta shall be curtailed or suspended so that the Company is unable to give effective notice by post of a general meeting, notice may be given by advertisement as provided in the preceding paragraph and shall be deemed to have been given on the day of publication therein mentioned. In such event the Company shall as soon as practicable (and, if able to do so prior to the date of the general meeting) send notice by post to all the Members entitled to receive notice.
- 88 The signature to any notice to be given by the Company may be written or printed.

SECURITY

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

WINDING-UP

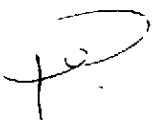
- 90 1 All holders of ordinary shares shall rank "*pari passu*" upon any distribution of assets in a winding up. The holders of preference shares of the Company shall at all times rank prior to the holders of ordinary shares upon any distribution of assets in a winding up. As between the holders of different issues of preference shares they shall rank in accordance with the relative terms of issue of those preference shares.
- 90 2 Unless the Members in General Meeting approve otherwise, upon the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator. Any amount which the Directors propose to pay to a liquidator shall be notified to all Members at least seven (7) days prior to the meeting at which it is to be considered.

INDEMNITY

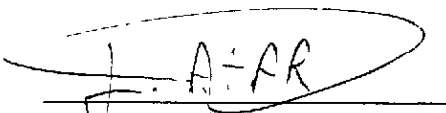
- 91 Every Director, agent or secretary, the Chief Executive Officer and in general any officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings related to the Company's business or affairs, whether civil or criminal,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

GENERAL

- 92 All the above Articles are subject to the overriding provisions of the Act and, in the event that any of the Company's Equity Securities or Debt Securities are listed, the Capital Markets Rules, except in so far as any provisions contained in any one of these laws permits otherwise, and the generality of any of the above provisions shall, in its interpretation, be restricted as is necessary to be read in conformity with any and all of the provisions of any of these laws.
- 93 In the event that any of the Company's Equity Securities or Debt Securities are listed, no deletion, amendment or addition to any of the Articles shall have effect unless prior written approval has been sought and obtained from the Malta Financial Services Authority for such deletion, amendment or addition.



Paul Attard



Lorraine Attard