

Registry of Companies

Limited Liability Company

Memorandum and Articles of Association

of

D SHOPPING MALLS FINANCE P.L.C.

Registration No. C 87809

Registered on the 13th day of AUGUST 2018

Company No.C 87809.....

REGISTRY OF COMPANIES

MALTA FINANCIAL SERVICES AUTHORITY

MALTA

I certify that the following and attached is a true copy of a document/s filed and registered in terms of the provisions of the Companies Act, 1995.



DEANDRA SCHEMBRI

.....
f/Registrar

This12th..... day ofSeptember..... 2018...

C 87809/1

REGISTRY OF COMPANIES
CASH DATE
13 AUG 2018
BoV Chq No. 20018
Validity subject to Bank Clearance

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COMPANIES ACT, 1995

^{AB}
13 AUG 2018

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PUBLIC LIMITED LIABILITY COMPANY

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

D Shopping Malls Finance p.l.c.

MEMORANDUM OF ASSOCIATION

OF

D Shopping Malls Finance p.l.c.

1. NAME AND STATUS

- 1.1. The name of the Company shall be D Shopping Malls Finance p.l.c.
- 1.2. The Company shall be registered as a public limited liability company.

2. REGISTERED OFFICE

The registered office of the Company shall be at Dizz Buildings, Carob Street, Santa Venera, Malta, or at such place as the Directors may from time to time determine.

3. OBJECTS

The objects for which the Company is constituted are:

- a. To carry on the business of a finance company in connection with the ownership, development, operation and financing of the business activities of any related company, whether in Malta or overseas, and thereby, to lend or advance money or otherwise give credit to any related company, with or without security, on such terms as the directors may deem fit; and to invest and deal with the moneys of related companies in such manner as the directors may deem fit;
- b. To Float the Company's capital (including equity or debt) on regulated markets, including but not limited to, Prospects (the market regulated as a Multilateral Trading Facility operated by the Malta Stock Exchange providing a venue for start-up and growth small and medium-sized enterprises); whereby "Float" means the process of seeking admission to the market either simultaneously with, or in context of, an issue, offer for sale or placement of securities of an issuer listed on the Regulated Market or a company admitted on Prospects or introducing a class of securities of such an issuer or company to these markets;
- c. To issue, 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 acquire investments, moveable or immoveable and to deal in such investments;
- e. To provide to other companies any advisory, consultative, administrative and management services;
- f. To sell, give or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, or for no consideration;
- g. Either with or without the Company receiving any consideration or any benefit whatsoever, to guarantee, support or secure, whether by direct obligation, or by assigning or charging, mortgaging, hypothecating or charging all or any part of the undertaking, property, assets (present and future)

and uncalled capital of the Company, or by issuing any security of the Company, or by any one or more of all such methods or by any other method, the performance of any obligations or commitments of any person, firm, company or corporation, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company or holding company or which is otherwise directly or indirectly associated with the Company in business or through shareholdings;

- h. To purchase, take by title of emphyteusis, lease or exchange or otherwise acquire any immovable or movable property;
- i. To own, manage, develop and administer property of any kind whether belonging to the Company or otherwise;
- j. To undertake and carry on any other trade or business whatsoever and all operations and transactions which can be advantageously carried on by the Company in connection with or as ancillary to the business which this Company is authorised to carry on;
- k. To invest and deal with the moneys of the Company in such manner as may from time to time be determined;
- l. To acquire any moveable or immovable property wherever situated, or any estate, share or interest therein, any option or other rights in relation thereto, either absolutely or by way of lease or otherwise, or any right, concession or privilege which the Company may think necessary, convenient or suitable for its object;
- m. To vest any moveable or immovable property rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company;
- n. To hold stock, security and other equity in other companies and to administer and control these shareholdings;
- o. To remunerate any person or company for services rendered in placing or assisting to place any of the share capital or other securities of the company or in the formation or promotion of the company or the conduct of its business;
- p. To enter into any arrangements with any government or authority (Supreme, municipal, local or otherwise) that may seem conclusive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable as conclusive to the attainment of its objects, and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- q. To apply for, register, purchase, or by other means acquire, hold, develop, exploit, protect and renew any patents, patent rights, brevets d'inventions, licences, secret processes, trademarks, designs, royalties, copyrights, grants, options, protections and concessions and other exclusive and non-exclusive rights, and to grant licences or rights in respect thereof, and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patent, inventions as rights which the Company may acquire, or propose to acquire;
- r. To borrow, or in any manner raise money, without any limit, for the purpose of or in connection with the Company's business, and in particular by the securitisation of any receivables; to secure the

repayment of any monies borrowed or any other obligations by giving hypothecary or other security upon the whole or part of the movable and immovable property of the Company;

- s. To sell, lease, hypothecate or otherwise dispose of the whole or any part of the property or assets of the Company;
- t. To guarantee the performance of obligations on the payment of money by any person and to mortgage or charge its assets for that purpose;
- u. Where the laws of an approved country or jurisdiction so allow, and upon obtaining the consent of the Registrar, to apply to the proper authority of such country or jurisdiction selected to have the Company registered as continued as if it had been incorporated under the laws of the other country or jurisdiction;
- v. To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business and calculated directly or indirectly to enhance the value of the Company's property or rights;
- w. To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company;

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.

4. POWERS

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

- a. To appoint agents of the company in any part of the world;
- b. To apply for any licences, permits and/or authorisations as may be required by law to fulfil the objects of the Company.
- c. To subcontract any of its work, engagements, contracts or instructions;
- d. To purchase, take on lease, exchange, acquire by any title any equipment, office or other property and any right or privileges or easements over or in respect of any such property necessary to carry on the business of the company and to furnish any office or other property necessary for the development of the company;
- e. To enter into any arrangements with any governments or authorities, municipal, local or otherwise, in any part of the world, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the company's objects, or any of them;

- f. To enter into partnership, joint venture or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the company is authorised to carry on or engage in, and which is capable of being conducted so as directly or indirectly to benefit the company, and to take or otherwise acquire and hold shares or stock in or securities of any such company, and to subsidise or otherwise assist any such person or company;
- g. To lend or advance money with or without security to related companies;
- h. To borrow or raise money, up to an unlimited amount, in such manner and on such terms as may seem expedient, and in particular, by way of bank overdraft or by the issue of hypothecs, privileges, debenture bonds, debt securities, or debenture stock, secured or charged upon the whole or any part of the property heritable or movable, real or personal, of the company, present or future (wheresoever situated) including its uncalled capital, and for that purpose to grant and execute all necessary mortgages, bonds, conveyances, disposition, assignments, or other deeds as also to receive money on loan by way of deposit or otherwise and upon such terms as to priority or otherwise as the company shall think fit;

The company shall be empowered to guarantee the obligations of third parties up to an unlimited amount and to secure such guarantees by the constitution of a pledge over any of the Company's issued shares and/or by hypothecating any of the company's property, present and future, movable and immovable;

- i. To draw, make, accept, endorse, discount, renew, execute, issue promissory notes, bills of exchange, bills of lading, warrants, debentures or other negotiable or transferable instruments;
- j. To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights heritable and movable, real and personal, of or under the control or subject to any right in favour of the company;
- k. To receive dividends, capital gains, royalties and similar income, rents, interest, any other income or gains derived from investments (including income or gains on the disposal of such investments), and profits or gains attributable to a permanent establishment (including a branch);
- l. To sell the undertaking, property, and rights of the company, or any part thereof, for such consideration as the company may think fit, and in particular, for cash, shares, stock, debentures, debenture stock, securities or property of any other company, constituted or to be constituted, having or not having objects similar or in part similar to those of the company;
- m. To pay all expenses incident to the formation and registration of the company as well as all expenses connected with the purchase of any properties, businesses, rights and others, which may be acquired for the purpose of the company and to carrying of any of its objects into effect;
- n. To distribute among the members any property of the company, including property in specie, whether by way of dividend or upon a return of capital 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;
- o. Where the laws of an approved country or jurisdiction so allow, and upon obtaining the consent of the Registrar, to apply to the proper authority of such country or jurisdiction selected to have the Company registered as continued as if it had been incorporated under the laws of the other country or jurisdiction.

5. CAPITAL

The authorised share capital of the Company shall be fifty thousand Euro divided into fifty thousand (50,000) Ordinary shares of one Euro (EUR 1) each.

The issued share capital of the Company shall be fifty thousand Euro (€50,000) divided into forty nine thousand nine hundred ninety nine (49,999) Ordinary 'A' shares and one (1) Ordinary 'B' share, all of one Euro (EUR 1) each, fully (100%) paid up, subscribed and allotted as follows:-

Name	No. of Shares	Class of shares
D Shopping Malls Limited Dizz Buildings Carob Street Santa Venera Malta Company registration number: C 87499	49,999	Ordinary 'A' shares
Dizz Group of Companies Limited Dizz Buildings Triq Il-Harruba Satan Venera Malta Company registration number: C 64435	1	Ordinary 'B' share

Ordinary "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 "B" shares shall be entitled to receive notice of any general meeting in terms of the Articles of Association of the Company, and to attend general meetings, but shall not hold any voting rights except for the purposes of participating in the appointment or election of Directors. Furthermore, holders of ordinary "B" shares shall not be entitled to receive any dividend distributions nor shall they be entitled to any assets upon dissolution or winding up of the Company in excess of the nominal value of the shares held by them.

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.

6. PUBLIC COMPANY

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

7. DIRECTORS

The Board of Directors of the Company shall consist of a minimum of three (3) Directors and a maximum of seven (7) Directors.

The Directors of the Company are:

Francis Gouder (non-executive)
Lotus 3
Triq It-Tamal, The Gardens
St. Julians S1J 1942
Malta
Maltese ID card number 866550M

Diane Izzo (executive)
Flat 13, Waterside Apartments
Qui-Si-Sana Place
Sliema
Malta
Maltese ID card number 407077M

Karl Izzo (executive)
Flat 13, Waterside Apartments
Qui-Si-Sana Place
Sliema
Malta
Maltese ID card number 97669M

Edwin Pisani (executive)
Corner View Residence
Flat 2, Triq I.-Istasija, Ibragg
Swieqi
Malta
Maltese ID card number 401375M

Nigel Scerri (executive)
15, Stardust
Triq Is-Saghtar, Madlicna
Swieqi
Malta
Maltese ID card number 381083M

Joseph C Schembri (non-executive)
Ville Michel Ent 2 Apt 404
Triq il-Wied ta' Ruman
Mellieha
Malta
Maltese ID card number 257050M

8. REPRESENTATION

Except as otherwise provided herein, 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 Directors of the Company as aforesaid at all times.

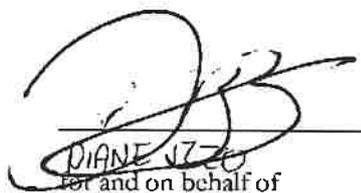
The Company shall be represented in judicial proceedings by any two Directors of the Company.

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.

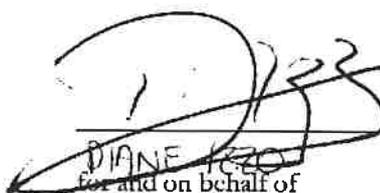
9. COMPANY SECRETARY

The company secretary is:

Sam Abela
23, 'Ella'
Triq Francesco Azzopardi
Tal-Virtu', Rabat
Malta
Maltese ID card number: 227783M



DIANE VIZZO
for and on behalf of
D Shopping Malls Limited



DIANE VIZZO
for and on behalf of
Dizz Group of Companies Limited

ARTICLES OF ASSOCIATION

OF

D Shopping Malls Finance 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, unless otherwise is specifically stated in these Articles of Association.

2. INTERPRETATION

In these Articles unless there is something in the subject or context inconsistent therewith:

- a) The **"Act"** means the Companies Act, Cap. 386 of the laws of Malta.
- b) The word **"the Company"** means this company; and the word **"company"** includes any commercial partnership.
- c) The **"Articles"** means these Articles of Association as currently applicable or as may from time to time be in force.
- d) The **"Directors"** means the Directors of the Company.
- e) **"Admission"** means admission to listing and/or trading on a Regulated Market, including but not limited to, the Prospects market operated by the Exchange, and **"Admissible to Listing"** shall be construed accordingly.
- f) **"Debt Securities"** means bonds or other forms of securitised debt, including depository receipts in respect of such securities, issued by the Company;
- g) **"Equity Securities"** means a share in the Company of whatever class or a right to subscribe for, or to convert securities into shares of whatever class in the Company.
- h) **"Exchange"** means the Malta Stock Exchange p.l.c., having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta and bearing company registration number C42525.
- i) **"Listed Debt Securities"** means Debt Securities quoted on a Regulated Market, including, but not limited to, Prospects.
- j) **"Listed Equity Securities"** means Equity Securities quoted on a Regulated Market, including, but not limited to, Prospects.
- k) **"Listing Authority"** means the Malta Financial Services Authority, appointed as Listing Authority for the purposes of the Financial Markets Act, 1990, Cap 345 of the Laws of Malta by virtue of L.N. 1 of 2003.
- l) **"Listing Rules"** shall mean the listing rules issued by the Listing Authority as amended from time to time.

- m) **"Malta"** has the same meaning as assigned to it by Article 124 of the Constitution of Malta.
- n) **"Member"** means a Member of the Company
- o) **"Office"** means the registered Office of the Company.
- p) **"Person"** means any person whether natural, corporate, or unincorporate, that may according to law be the subject of rights and obligations.
- q) **"Prospects"** 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.
- r) **"Prospects Committee"** means the committee set up for the purposes of Prospects by the Exchange in terms of point 2.02.02 of the Prospects Rules.
- s) **"Prospects Rules"** means the rules issued by the Exchange entitled 'Prospects Rules' for the purposes of regulating Prospects.
- t) **"Transferable Securities"** shall have the same meaning as in the Second Schedule to the Investment Services Act (Chapter 370 of the Laws of Malta).

3. SHARE CAPITAL AND RIGHTS

- 3.1 Without prejudice to any special rights previously conferred on the holders of any of the existing Equity Securities or class thereof, any Equity Security in the Company may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Board of Directors may, subject to the sanction of an extraordinary resolution of the Company, from time to time determine, as hereinafter provided.
- 3.2 The Directors may cause any of the Equity Securities of the Company, irrespective of their class, whether issued or to be issued pursuant to these Articles, to be quoted and listed on the Exchange.
- 3.3 The rights attached to any class of Equity Securities, as is currently in force, or other classes of Equity Securities that may be created in the future, (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Equity Securities of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Equity Securities of that class (to every such separate general meeting the provisions of these regulations relating to general meetings shall apply), provided that the rights of other classes of Equity Securities are not affected by such variation.
- 3.4 Unless otherwise provided in the terms and conditions of issue thereof, all Equity Securities in the Company shall be freely transferable, and in no event shall there be any restriction on the right to transfer Equity Securities which are authorised as admissible to Listing.

- 3.5 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/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.
- 3.6 In respect of an Equity Security held jointly by several persons the joint holders may nominate one of them as their representative and his name will be entered in the register of members. Such person shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Equity Security so held. In the absence of such nomination, and until such nomination is made the person first named on the register in respect of such Equity Securities shall for all intents and purposes be deemed to be the registered holder of the Equity Securities so held.
- 3.7 In respect of a debenture held jointly by several persons the joint holders may nominate one of them as their representative and his name will be entered in the register of debentures. Such person for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the debenture so held. In the absence of such nomination, and until such nomination is made the person first named on the register in respect of such debentures shall for all intents and purposes be deemed to be the registered holder of the debentures so held.
- 3.8 Subject to the provisions of this article and unless the Members in General Meeting approve otherwise the Company in issuing and allotting new Equity Securities:
- a) shall not allot any of them on any terms to any person unless an offer has first been made to each existing Member to allot to him at least on the same terms, a proportion of those Equity Securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of Equity Securities in the Company; and
 - b) shall not allot any of those Equity Securities to any person, unless the Members in General Meeting otherwise determine, upon the expiration of any period of offer made to existing Members in terms of Article 3.8(a) or upon a negative or positive reply from all such holders in terms thereof. Any such Equity Securities not subscribed for by the existing Members in terms of their pre-emptive right, may be offered for subscription to the general public under the same or other conditions which however cannot be more favourable than an offer made under 3.8(a).
- 3.9 Article 3.8 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.
- 3.10 A Member, shall have the right to assign in favour of third parties the right competent to him to accept an offer made to him pursuant to the provisions of Article 3.8. Any assignee of such a right shall for the purposes of this Article be considered as an existing Member in accepting an offer made in terms of Article 3.8.
- 3.11 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 Members in General Meeting.

- 3.12 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 to listing on Prospects, no Director shall participate in an issue of Shares to employees.
- 3.13 Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and balance sheets, and attending General Meetings of the Company.
- 3.14 Preference shareholders shall also have the right to vote at any General Meeting of the Company convened for the purpose:
- a) of reducing the capital of the Company; or
 - b) winding up of the Company; or
 - c) where the proposition to be submitted directly affects their rights and privileges; or
 - d) when the dividend on their Equity Securities is in arrears by more than six (6) months.
- 3.15 All Transferable Securities of a particular class admitted to Prospects shall carry equal rights.
- 3.16 Where the Company makes an application for admission on Prospects 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 that 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;
- 3.17 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.
- 3.18 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.
- 3.19 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.
- 3.20 The Company may, subject to such restrictions, limitations and conditions contained in the Act, acquire its own shares and other Equity Securities.

4. CERTIFICATES

- 4.1 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 (2) months after allotment or lodgement of a transfer duly stamped, or within such other period as the terms and conditions of issue may provide, a certificate for all his Equity Securities in a particular class. In the event of a Member transferring part of the Equity Securities represented by the same share certificate in his name, a new certificate in respect of the balance thereof shall be issued in his name without payment. In the event of joint holders, the Company shall not be bound to issue more than one certificate, and delivery of one certificate for an Equity Security to any one of the several joint holders thereof shall be sufficient delivery to all. Every certificate shall be signed by the secretary or some other person nominated by the Directors for the purpose and shall specify and denote the number of Equity Securities, and class, if any, to which it relates and the nominal value thereof.
- 4.2 The provisions of Article 4.1 shall *mutatis mutandis* apply to certificates required to be issued by the Act or other applicable law in connection with other Transferable Securities issued by the Company.
- 4.3 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 the same shall apply in the case of wearing out, or defacement, or change of address of the Member, on delivery of the old share certificate, and in the case of destruction or loss, on the execution of such indemnity as is considered necessary, if at all, by the Directors. In case of destruction or loss, the person to whom such renewed certificate is given shall bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.
- 4.4 For Listed Equity Securities or Listed Debt 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 holder of Debt Securities of the Company in the number of Equity or Debt Securities held, or such other evidence as may from time to time be prescribed by or under any applicable rules or regulations.

5. CALL ON EQUITY SECURITIES

- 5.1 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.

- 5.2 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.
- 5.3 The joint holders of an Equity Security shall be jointly and severally liable for the payment of calls on their Equity Securities.
- 5.4 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.
- 5.5 Any sum which by the terms of issue of an Equity Security becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Equity Security or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 5.6 The Directors may not differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 5.7 The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Equity Securities held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such annual rate not exceeding the maximum rate allowed by law, as may be agreed upon between the Directors and the Members paying such sum in advance, but will not entitle the said Member to participate in respect of such amount in any dividend.
- 5.8 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.

6. TRANSFER AND TRANSMISSION OF TRANSFERABLE SECURITIES

- 6.1 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.
- 6.2 The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any one calendar year.

- 6.3 In the case of the death of a Member, his Transferable Securities shall devolve upon his successors by will or by operation of law as the case may be, but nothing herein contained shall release the person or persons to whom the Equity Securities shall devolve, whether sole or joint, from any liability in respect of any Equity Security solely or jointly held by him.
- 6.4 Any person becoming entitled to a Transferable Security in consequence of the death of a Member shall, upon producing such evidence of his title as the Exchange may from time to time require, have the right to be registered himself as the holder of the Transferable Security.
- 6.5 A person becoming entitled to a Transferable Security by reason of the death of the holder shall be entitled to the same dividends and other rights and advantages to which he would be entitled if he were the registered holder of the Equity Security, except that he shall not before being registered as a Member in respect of the Equity Security be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company.

7. FORFEITURE OF EQUITY SECURITIES

- 7.1 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.
- 7.2 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.
- 7.3 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.

- 7.4 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.

8. CONVERSION OF EQUITY SECURITIES INTO STOCK

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

9. PLEDGING OF EQUITY SECURITIES

- 9.1 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.

10. REGISTER OF MEMBERS

- 10.1 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.
- 10.2 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.
- 10.3 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.

11. GENERAL MEETINGS

- 11.1 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.
- 11.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 11.3 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.
- 11.4 A General Meeting of the Company shall be deemed not to have been duly convened unless at least 14 (fourteen) days' notice has been given in writing, to all those Members entitled to receive such notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it was given, and shall specify the place, the day and the hour of the meeting, and in case of extraordinary business or special business, the general nature of the business, and shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such extraordinary business.
- 11.5 Notice of every General Meeting shall be given to:
- a) every registered Member except those Members who (having no registered address in Malta) have not supplied the Company an address for the giving of notices to them, and
 - b) the Directors, and
 - c) the auditor or auditors for the time being of the Company.
- Save as otherwise provided in these Articles, no other persons shall be entitled to receive notice of General Meetings.
- 11.6 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.
- 11.7 The Company shall support electronic communication to all holders of Listed Equity Securities, and Listed Debt Securities where applicable, of all information required to be disclosed under the Prospects Rules and/or applicable law, prior to, upon, or following Admission of any of its Transferable Securities to Prospects.
- 11.8 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted at an Annual General Meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and the auditors, the election of Directors, the appointment of auditors and the fixing of the remuneration of Directors and the Auditors.

- 11.9 No business shall be transacted at any General Meeting unless a quorum of Members is present, in person or by proxy, at the time when the meeting proceeds to business; save as herein otherwise provided Members holding in the aggregate not less than 51% of the nominal value of the share capital of the Company entitled to attend and vote at the meeting, shall constitute a quorum.
- 11.10 If within half an hour from the time appointed for the commencement of the meeting, a quorum is not present, the meeting howsoever called, shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not yet present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum.
- 11.11 The Chairman of the board of Directors shall preside as chairman at every General Meeting of the Company and any meetings of Bondholders, 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.
- 11.12 At the commencement of any General Meeting, whether annual or extraordinary, the Chairman may lay down to the meeting the procedure which shall be adopted for the proceedings of that meeting. Such procedure shall be binding on the Members.
- 11.13 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.
- 11.14 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.
- 11.15 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) 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
 - c) a Member or Members present in person or by proxy holding Equity Securities in the Company 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 and an entry to that

effect in the minute book is made, it shall be conclusive evidence of the fact without need for the proof of the number or proportion of the votes recorded in favour of or against such resolution;

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

The demand for a poll may be withdrawn.

- 11.16 Except as provided in Article 11.18, 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.
- 11.17 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.
- 11.18 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.
- 11.19 Subject to any rights or restrictions for the time being attached to any class or classes of Equity Securities, on a show of hands 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.
- 11.20 No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of Equity Securities in the Company have been paid.
- 11.21 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.
- 11.22 Every person entered into the register of members kept by the Company shall, subject to the provisions of Article 11.23, 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.
- 11.23 Where a person whose details are entered into the register of members is holding Equity Securities 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 Equity Securities differently to others.
- 11.24 The instrument appointing a proxy shall be deposited at the registered office of the Company or at any other place in Malta as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to

vote, or in the case of a poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

- 11.25 An instrument of proxy shall be in such form as would allow the Member appointing a proxy to indicate how he would like his proxy to vote in relation to each resolution.
- 11.26 In the event that any of the Company's Transferable Securities are admitted to listing on Prospects, an instrument of proxy shall include details on how holders of Transferable Securities admitted to Prospects may exercise their rights by proxy, and shall satisfy the following requirements as appropriate:
- a) be sent with the notice convening a meeting of holders of Transferable Securities admitted to Prospects and entitled to vote at the meeting;
 - b) provide for two-way voting on all proposed resolutions (except for procedural resolutions) as well as any other voting procedure in election of Directors;
 - c) state that a holder of Transferable Securities is entitled to appoint a proxy of his own choice and provide a space for insertion of the full name of such proxy and identification details as required;
 - d) 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 proxy forms shall allow for the holders of Equity Securities to vote for individual candidates irrespective of whether they are new candidates or retiring incumbents of the post.
- 11.27 Any person acting as 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.
- 11.28 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 such number of votes for and such number of votes against, the resolution, accordingly to the number of votes held by the respective Members.
- 11.29 The instrument appointing the proxy shall be deemed to confer authority to demand or join in demanding a poll;

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

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

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

- 11.31 An extraordinary resolution shall be a resolution which complies with Article 135 of the Act, namely a resolution which:

- a) has been taken at a General Meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and
- b) 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 (51%) in nominal value of all the Equity Securities entitled to vote at the meeting;

PROVIDED that, if one of the aforesaid majorities is obtained but not both, another meeting shall be convened within thirty (30) days in accordance with the provisions for the calling of meetings to take a fresh vote on the proposed resolution. At the second meeting the resolution may be passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five per cent (75%) 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.

11.32 Decisions upon the following non-exhaustive matters shall be taken at General Meetings of the Company:

- a) Approval of the Annual Balance Sheet and Profit and Loss Account and of the Directors' Report and of the Auditors' Report;
- b) Declaration of dividends which, however, must in no case exceed the amount, if any, recommended by the Board of Directors;
- c) Alterations, revocations and additions to the Memorandum and Articles of Association of the Company;
- d) Increase or reduction of the authorised capital;
- e) Appointment and removal of the Directors and of the Auditors of the Company,

PROVIDED that the first Auditors shall be appointed by the Board of Directors;

- f) In accordance with Article 12.15, fixing of the remuneration payable to the Directors;
- g) Fixing the remuneration payable to the Auditors of the Company, **PROVIDED** that those of the first Auditors of the Company shall be fixed by the Board of Directors;
- h) In the case of Admission of any of the Company's Listed Equity Securities or Listed Debt Securities, the Company entering into any agreement not in the ordinary course of business and exceeding the class tests thresholds referred to in the Prospects Rules;
- i) In general, decisions on all questions which in terms of these Articles of Association are reserved to the General Meeting of the Company or which the Board of Directors may place before the General Meeting. **PROVIDED** that no decision taken by the General Meeting shall invalidate any prior act of the Board of Directors which would have been valid if the decision had not been taken.

12. DIRECTORS

- 12.1 The administration and management of the Company shall be conducted by a Board of Directors as specified in Clause 7 of the Memorandum of Association.
- 12.2 All Directors of the Company shall be individuals.
- 12.3 At an election of directors voting rights attaching to an Equity Security are indivisible. Accordingly a Member may cast the vote attaching to an Equity Security for one nominee only.
- 12.4 All holders of ordinary shares shall be entitled to participate in the appointment and/or election of directors.
- 12.5 Unless appointed for a longer or shorter period, or unless they resign or are removed, Directors shall hold office for a period of one (1) year. Provided that no appointment may be made for a period exceeding three (3) years. Provided further that an election of Directors shall take place every year. All Directors, except a Managing Director, shall retire from office once at least in each three (3) years, but shall be eligible for re-election.
- 12.6 The Company shall give at least fourteen (14) days' notice to its Members to propose nominations of candidates for the election of Directors. Such notice may be given by the publication of an advertisement in at least two (2) daily newspapers. All such nominations shall on pain of nullity have to be submitted on the prescribed form together with the acceptance of the person to be nominated as Director, which has to reach the Company Secretary not less than fourteen (14) days prior to the date of the meeting appointed for such election.
- 12.7 Any Director may be removed at any time by the Company in General Meeting, provided that the Director who is to be removed shall be given the opportunity of making representations to the General Meeting at which a resolution for his removal is to be taken.
- 12.8 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 three consecutive meetings without leave of absence from the Directors and the Directors pass a resolution that he has, by reason of such absence, vacated office; or
 - c) if he violates the declaration of secrecy required of him under these Articles and the Directors pass a resolution that he has so violated the declaration of secrecy; or
 - d) if he is prohibited by law from being a Director; or
 - e) if he is removed by ordinary resolution from office pursuant to, or otherwise ceases to be a Director by virtue of, the Act.

A resolution of the Directors declaring a Director to have vacated office as aforesaid shall be conclusive as to the fact and the grounds of vacation stated in the resolution.

- 12.9 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.
- 12.10 Any vacancy among the Directors may be filled by the co-option of another person to fill such vacancy. Such co-option shall be made by the Board of Directors. Any vacancy among the Directors filled as aforesaid, shall be valid until the conclusion of the next Annual General Meeting, wherein such person shall be eligible for re-election.
- 12.11 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, notwithstanding the provisions regulating the quorum, 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 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 directors.
- 12.12 A Director may by letter addressed to the Chairman appoint an alternate Director to act instead of him at meetings of the Directors and may, at any time, by letter addressed to the Chairman, remove such alternate Director. An existing Director may be appointed as an alternate to another Director in which case his rights as alternate, including the right to vote, shall be additional to his rights as Director.

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

- 12.13 The Board of 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 the Directors 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.
- 12.14 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 to attain the aims for which it has been duly constituted;

PROVIDED that decisions relating to the following shall require the approval of the Board of Directors:

- a) any material changes in the nature or scope of the Business of any subsidiary company, as per the Objects Clause in the Memorandum of Association of such subsidiary company, or the commencement of any new business which is not ancillary or incidental to the business of such subsidiary company;
- b) entering into any commitment by way of transaction or series of related transactions which would involve the Company in the payment or receipt of any consideration;
- c) permitting the Company to enter into, as lessor or lessee, any lease;

- d) creating or permitting to be created any mortgage, charge, encumbrance or other security interest whatsoever on any asset or business of the Company or any of its Equity Securities, in whole or in part;
- e) establishing or amending any investment fund, sinking fund, 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;
- f) making or permitting to be made any change in the financing policies adopted by the Company.

12.15 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 of the Company where notice of the proposed aggregate Emoluments and any increase has been given in the notice convening the meeting.

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 12.14 above, or General Meetings of the Company or in connection with the business of the Company.

12.16 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, but except as provided for in these Articles he shall not be entitled to vote.

12.17 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.

12.18 The Directors shall exercise their powers subject to the Articles, the Act, the rules and regulations of the Listing 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.

12.19 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 the Act.

12.20 Subject to such exceptions specified in these Articles as the Prospects Committee may approve, if any, a Director shall not vote at a meeting of Directors in respect of any contract or arrangement or any other proposal in which he has a material interest.

12.21 The Directors on behalf of the Company may 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;

PROVIDED that a resolution to this effect has been approved by the Members in General Meeting.

12.22 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.

13. PROCEEDINGS OF DIRECTORS

- 13.1 The Directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have an additional or casting vote. The Chairman may, at any time summon a meeting of the Directors. The Secretary shall, on the written requisition of not less than two (2) Directors, summon a meeting of the Directors.
- 13.2 The quorum necessary for the transaction of business shall be two Directors holding a non-executive capacity.
- 13.3 Notice of every meeting of the Board of Directors shall be given to all Directors of the Company and, save as hereinafter provided, shall in no case be of less than three (3) days. Notice of meetings of Directors to any Director for the time being absent from Malta shall be given at his address in Malta (or last known address) and at his address abroad (provided that such Director has duly informed the Company of such latter address). The requirement of such notice may be waived by a decision of ALL Directors entitled to receive notice and vote at a meeting of the Directors. A Director may give his consent to such waiver of notice, by way of fax, telex, or other means of readable communication.
- 13.4 If at any time the Chairman is not present within thirty (30) minutes after the time appointed for the meeting, the Directors may choose one of their number to chair the meeting.
- 13.5 Without prejudice to the provisions of Article 12.14, the Directors may from time to time appoint one or more of their body to the office of Chief Executive Officer and/or Managing Director for such period, not exceeding such Director's term of office as a Director, and on such terms and conditions as they deem fit, and subject to any agreement entered into in any particular case, may revoke such appointment. The appointment of a Chief Executive Officer and/or Managing Director shall be automatically determined if he ceases for any cause to be a Director.
- 13.6 The Directors may entrust to and confer upon a Chief Executive Officer and/or Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- 13.7 The Board of Directors shall have power to transact all business of whatever nature not expressly reserved by the Memorandum and Articles of Association of the Company to be exercised by the Company in general meeting or by any provision contained in any law for the time being in force.
- 13.8 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held, and thereby Regulation 66 of the First Schedule of the Companies Act shall apply to the Company. Any such resolution may consist of several counterparts in the like form each signed by one or more of the Directors.

14. AUDIT COMMITTEE

- 14.1 In the case the Company resolves to make an Admission, the Company shall establish and maintain an Audit Committee composed entirely of Directors and having at least three (3) members, one of whom shall be appointed as Chairman. The majority of such members, including the Chairman of the Audit Committee, shall be non-executive Directors. The terms of reference for the Audit Committee shall include the exclusive power of vetting all Related Party Transactions (as defined in the Prospects Rules) in advance, and that its decisions on such vetting shall be final and conclusive. Such terms of reference shall be reviewed by the Corporate Advisor appointed by the Company, where applicable, and submitted to the Exchange for review. 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) separately and immediately give notice to the Exchange of such intended termination together with reason(s) therefor;
 - b) still fulfil without delay, their responsibilities under the Prospects Rules towards the Exchange and the marketplace pending the appointment of a new Audit Committee Member, while keeping the Exchange aware of developments leading to a new Audit Committee Member in accordance with this Article;
 - c) ensure that its Board of Directors engages the services of another Audit Committee Member within three (3) months of such termination. 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 duly and promptly informed on matters relating to the Prospects Company's Audit Committee mandate as appropriate where any such information is conducive to securing the best interests of the market and investor protection.

15. SECRETARY

- 15.1 Without prejudice to the provisions of the Act regulating the appointment and functions of the Company Secretary, the appointment or replacement of the Company Secretary and the conditions of holding office shall be determined by the Directors. The Company Secretary shall be responsible for keeping:
- a) the minute book of general meetings of the Company;
 - b) the minute book of meetings of the board of Directors;

- c) the register of Members;
- d) the register of debentures; and
- e) such other registers and records as the Company Secretary may be required to keep by the Board of Directors.

15.2 The Company Secretary shall:

- a) ensure that proper notices are given of all meetings; and
- b) ensure that all returns and other documents of the company are prepared and delivered in accordance with the requirements of the Act.

16. DIVIDEND AND RESERVES

16.1 Without prejudice to any other provisions of these Articles, the Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors;

PROVIDED that no dividends shall be declared and/or distributed in the first three (3) years from the date of incorporation of the Company.

16.2 Without prejudice to the proviso of Article 16.1, 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.

16.3 No dividend shall be paid otherwise than out of the profits of the Company available for distribution.

16.4 Without prejudice to the relevant provisions of the Act, the Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution any such sum as they think proper as a reserve or reserves which shall, at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than 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.

16.5 Subject to any rights of persons, if any, entitled to Equity Securities with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Equity Securities in respect whereof the dividend is paid but no amount paid or credited as paid on the Equity Security in advance of calls shall be treated for the purpose of this regulation as paid on the Equity Securities. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Equity Securities during any portion or portions of the period in respect of which the dividend is paid; but if any Equity Security is issued on terms providing that it shall rank for dividend as from a particular date, such Equity Security shall rank for dividend accordingly.

16.6 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.

16.7 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 entitled to the money represented thereby.

16.8 No dividend shall bear interest against the Company.

17. ACCOUNTS

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

17.2 The Directors shall cause a printed copy of the profit and loss account and balance sheet, together with any Directors' report attached thereto, to be delivered or sent by post to every Member of the Company and other persons entitled to receive notices of General Meetings, at least fourteen (14) days prior to the General Meeting.

17.3 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.

18. CAPITALISATION OF PROFITS

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

the Company to be allotted, distributed and credited as fully paid up to and amongst such Members in the proportion aforesaid, and the Directors shall give effect to such resolution;

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

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

19. NOTICE

19.1 A notice may be given by the Company to any Member by sending it by post to his registered address in Malta, or if he has no such registered address in Malta, to the address, if any, supplied by him to the Company to receive notice thereat. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and mailing a letter containing the notice, and to have been effected at the expiration of twenty-four (24) hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

19.2 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.

19.3 Subject to the Prospects Rules or Listing Rules where applicable, any notice required to be given by the Company to the Members or any of them, and not expressly provided for by these Articles, shall be sufficiently given if given by advertisement.

19.4 Any notice, required to be, or which may be given by advertisement, shall be advertised once only in two (2) daily newspapers one in the Maltese and one in the English language.

19.5 If postal services in Malta shall be curtailed or suspended so that the Company is unable to give effective notice by post of a general meeting, notice of a general meeting may be given by advertisement as provided in the preceding paragraph and shall be deemed to have been given on the day of publication therein mentioned. In such event the Company shall as soon as practicable (and, if able to do so prior to the date of the general meeting) send notice by post to all Members.

19.6 The signature to any notice to be given by the Company may be written or printed.

20. SECRECY

20.1 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 Listing 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.

21. WINDING-UP

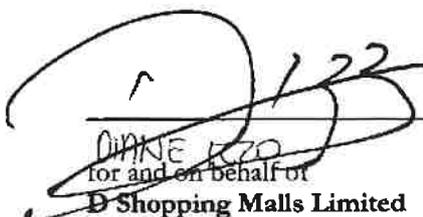
- 21.1 All holders of Ordinary A shares shall rank *pari passu* upon any distribution of assets in a winding up.
- 21.2 Unless the Members in General Meeting approve otherwise, upon the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator. Any amount which the Directors 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.

22. INDEMNITY

- 22.1 Every Director, agent or secretary, the Chief Executive Officer and in general any officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings related to the Company's business or affairs, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted. For the above purpose the Company may take up an Insurance Policy with a reputable Insurance Company.

23. GENERAL

- 23.1 All the above Articles are subject to the overriding provisions of the Act, the Bye-Laws of the Exchange, the Prospects Rules and Listing Rules where applicable, 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.
- 23.2 In the event that any of the Company's Transferable Securities are listed, no deletion, amendment or addition to any of these Articles shall have effect unless prior written approval has been sought and obtained from the Exchange, in case of a listing on Prospects, and the Listing Authority, in case of Listing on any other Regulated Market situated in Malta, for such deletion, amendment or addition.
- 23.3 In the event that any of the Company's Transferable Securities are listed on Prospects, any changes to its Memorandum and Articles of Association, shall be submitted for prior written approval by the Exchange, supported by an explanation thereon by the Company's appointed Corporate Advisor.


DIANE KZO
for and on behalf of
D Shopping Malls Limited


DIRECTOR
for and on behalf of
Dizz Group of Companies Limited

This 13 Day of AUG 2018
CHARTER NOTATION
filed by.....with.....1 docs.

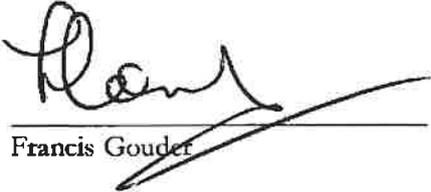
f/Registrar by Companies



D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

I, the undersigned, Francis Gouder, holder of Maltese identity card number 866550M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.

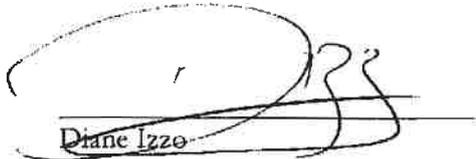


Francis Gouder

D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

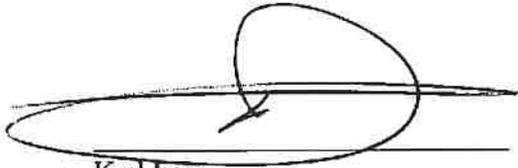
I, the undersigned, Diane Izzo, holder of Maltese identity card number 407077M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.


Diane Izzo

D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

I, the undersigned, Karl Izzo, holder of Maltese identity card number 97669M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small downward stroke.

Karl Izzo

D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

I, the undersigned, Edwin Pisani, holder of Maltese identity card number 401375M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.



Edwin Pisani

D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

I, the undersigned, Nigel Scerri, holder of Maltese identity card number 381083M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.



Nigel Scerri

D Shopping Malls Finance p.l.c.

(hereinafter referred to as the "Company")

I, the undersigned, Joseph C Schembri, holder of Maltese identity card number 257050M, hereby give my consent to my appointment as director of D Shopping Malls Finance p.l.c.



Joseph C Schembri

The Registry of Companies
Malta Financial Services Authority
Notabile Road
Attard
Malta

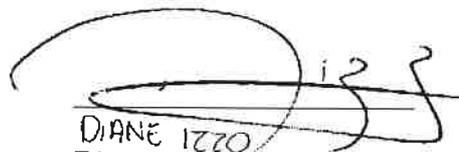
Re: D Shopping Malls Finance p.l.c.

We, the undersigned, being directors of D Shopping Malls Finance p.l.c., (the "Company") hereby confirm that:-

- the total estimate of all the costs payable by the Company or chargeable by it by reason of its formation up to the time it is authorised to commence business, and all costs relating to transactions leading to such authorisation, is €770;
- there was no special advantage granted prior to the time the Company is authorised to commence business to anyone who has taken part in the formation of the Company or in transactions leading to such authorisation.



NIGEL SCERRY
Director



DIANE IZZO
Director

