

# YACHT LIFT MALTA LTD.



C-78281/13.

AS

- 8 AUG 2019


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E100 R83788 Yacht Lift Malta Ltd  
E50 R837860

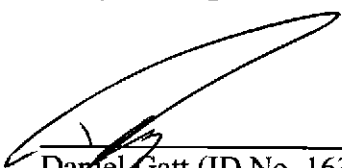
The following is an extract of the minutes of a General Meeting of the Shareholders of Yacht Lift Malta Ltd (C-78281) held on the 5<sup>th</sup> August 2019, it was resolved that

- (i) the Company changes its status from a private limited liability company to a public limited liability company. The Memorandum and Articles of Association to be replaced in toto with the one attached.
- (ii) That the Company changes its registered address from 4, Block C, Avenue Apartments, Triq Dun Frangisk Sciberras, Mellieha to 129-130, Ta' Xbiex Seafront, Ta' Xbiex
- (iii) the Company accepts a change constituting an increase in its authorised share capital by ninety-eight thousand six hundred (98,800) ordinary shares in order to have a total authorised share capital of one hundred thousand (100,000) ordinary shares;
- (iv) the Company accepts an increase in its issued share capital by ninety nine thousand seven hundred and twenty thousand (99,760) ordinary shares for a consideration of one Euro (€1) per share in order to have a total issued share capital of one hundred thousand (100,000) ordinary shares;
- (v) That the following are appointed as additional Non-Executive Directors of the Company with immediate effect, namely –
 

1. Dr. Stefan Sant (ID No. 358277M ) 105, Les Maisons Triq il-Gizimin Swieqi	2. Mr. Ivan Fsadni (ID No. 605460M) 1, San Guzepp Straubensee Street Kalkara
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- (vi) That Dr. David Wain LL.D. (ID No. 233878M) of 97, Triq I-Imdina, Naxxar is appointed Company Secretary of the Company instead of Mr. David Gatt (ID No. 405895M) of 14 Flat 2, GT Court B, Resort Street, St. Paul's Bay.

A new memorandum and articles of association of the Company is being submitted to reflect the above changes, for approval and registration by the Registrar of Companies

  
 \_\_\_\_\_  
 Giuseppe Farrugia (ID No. 96095M)  
 Director

  
 \_\_\_\_\_  
 Daniel Gatt (ID No. 16301L)  
 Director

**COMPANIES ACT 1995  
LIMITED LIABILITY COMPANY**

**Memorandum of Association**

**of**

**YACHT LIFT MALTA P.L.C.**

**1. NAME**

The name of the company is **Yacht Lift Malta p.l.c.**

**2. REGISTERED OFFICE**

The registered office of the company is situated in Malta at 129-130 Ta' Xbiex Seafront Ta'Xbiex, XBX1028 Malta or at such other address in Malta as the Board of Directors may determine from time to time.

**3. OBJECTS**

The objects for which the company is established shall be:-

- (a) To act as a financing and investment company of any company or other body corporate or another entity duly formed or incorporated in its relevant jurisdiction, or of any number of such entities, and, in particular, but without prejudice to the generality of the foregoing, to carry on the business of financing or re-financing of the funding requirements of the business of its subsidiaries and/or associated companies;
- (b) To purchase or otherwise acquire, under any title whatsoever, to hold and manage, by any title, movable and immovable property or other assets, including but not limited to securities and other financial interests;
- (c) To act as a holding company and invest and hold shares, participations and debentures in any other company, partnership or business;
- (d) To issue bonds, commercial paper or any other instruments creating or acknowledging indebtedness and to sell or offer the same to the public;
- (e) To carry on or acquire any business similar or analogous to the business above mentioned or which may be conveniently carried on or combined with them.
- (f) to subscribe to, acquire and hold, buy and/or sell shares, membership interests, rights, stocks, bonds, debentures or securities of or in any company, partnership or body of persons (whether such shares, interests or other securities be fully paid or not) where the so doing may seem desirable in the interests of the Company, in such manner as may from time to time be determined.

- (g) In general to borrow or raise money from time to time without limitations in such a manner as the Company may deem fit, and in particular through the issue of bonds and debentures without limit, and to provide by way of security for the repayment of the principal and interest thereon and the fulfilment of any of the Company's obligations, hypothecs, pledges, privileges, liens and/or mortgages or other security interests over the assets of the Company or of any other party;
- (h) To purchase, own, take on lease, sub-lease, exchange, acquire or hold under whatsoever title any asset, and to manage and administer movable and immovable property, fixtures (whether permanent or otherwise), concessions, rights and privileges, or any interest therein, whether in Malta or anywhere else in the world and to sell, lease, let, hire, develop, ameliorate, reconstruct, upgrade and dispose of such asset or property in whole or in part or otherwise turn the same to the advantage of the Company;
- (i) To employ any number of workers for the purposes for which the Company is established and to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise;
- (j) To amalgamate with any other company whose objects are similar to those of the Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of the partnership or in any other manner;
- (k) To sell or otherwise dispose of the business, undertaking, assets or property of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company, whether or not having objects altogether or in part similar to the Company's objects;
- (l) 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 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;
- (m) 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, contracts, concessions and privileges that may seem conducive to the Company's objects, or any of them;
- (n) To take out, apply for, register by original grant or by transfer, assignment or otherwise patents, designs, trademarks, trade names, copyright, licences, concessions, franchises, websites or inventions and develop the

same to the advantage of the Company, and to oppose the use, imitation or infringement thereof by third parties, in any part of the world;

- (o) To provide technical, educational and training services to Company representatives and employees, and to third parties, and to promote, develop and maintain the social, educational and economic welfare of the Company's employees in any place in Malta and overseas;
- (p) To distribute among members of the Company any property (whether by way of dividend or otherwise) and in particular any shares, debentures or other securities of other companies belonging to the Company or of which the Company has power of disposal;
- (q) To carry on any business which the Company is authorised to carry on by means or through the agency of any companies, whether subsidiary or otherwise, and to enter into any arrangement with any such company for taking the profits and/or bearing the losses of any business so carried on, or for financing any such company or guaranteeing its liabilities which financing or guarantee shall be described, or to make any other arrangement which may seem desirable to such business;
- (r) To establish agencies and joint ventures, both in Malta and abroad and appoint agents and others to assist in the conduct or extension of the Company's business and to regulate and discontinue the same;
- (s) To invest and deal with the moneys of the Company not immediately required in such investments and other property whatever and wherever as may from time to time be thought fit, and to hold, sell or otherwise dispose of any such investments;
- (t) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company;
- (u) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- (v) To do all such other things as may be considered conducive to the foregoing objects or any of them.
- (w) To lend or advance money, or give credit to its subsidiaries, present or future, or such third parties as may be advantageous and/or beneficial to the Company, with or without security, as may be required in connection with the Company's business;
- (x) To guarantee the repayment of indebtedness of any person although not in furtherance of its corporate purpose, and whether or not the Company receives any consideration or derives any direct or indirect benefit therefrom, and to secure such guarantee by means of a hypothec, pledge, privilege, lien, and/or mortgage over the assets of the Company;

- (y) To acquire, hold, develop and exploit patents, copyrights, trademarks, royalties and other similar property belonging to it and to grant licenses or rights in respect thereof;

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 endeavor to achieve all or any of the objects conferred by and provided in anyone or more of the said sub-clauses.

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

## **5. LIMITED LIABILITY**

The liability of the shareholders is limited to the amount, if any, unpaid on their shares in the Company.

## **6. CAPITAL**

The authorised share capital of the company shall be one hundred thousand Euro (€100,000.00), divided into one hundred thousand ordinary shares of One Euro (€1) each.

The issued share capital of the company shall be one hundred thousand Euro (€100,000.00), divided into one hundred thousand ordinary shares of One Euro (€1) each

All shares are hundred percent (100%) paid, as follows –

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<b>Name, Residential Address and I.D. Numbers :</b>	<b>No. of Ordinary Shares of EURO 1 each</b>
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<b>Mr. Daniel Gatt</b>	<b>50.000 (fifty thousand)</b>
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**Maltese I.D. Card no. 16301L**

**4, Block C Avenue Apartments**

**Triq Dun Frangisk Sciberras,**

**Mellicha,**

**Malta.**

<b>Mr Giuseppe Farrugia</b>	<b>50.000 (fifty thousand)</b>
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**Maltese I.D. Card no. 96095M**

**Juniper Mews Blk F, Flat 5**

**Triq San Gwann**

**Gharghur**

**Malta**

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**100.000.00**

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## **7. CLASS RIGHTS**

There are no different class rights in the company. No change may be made to the ordinary shares in the company into any classes of shares nor may any variation be made.

## **8. DIRECTORS**

The management and administration of the Company shall be managed by a Board of Directors which shall be composed of not less than four (4) and not more than six (6) directors. The directors of the company shall be:

**Mr. Daniel Gatt**

**Maltese I.D. Card no. 16301L**

**4, Block C Avenue Apartments**

**Triq Dun Frangisk Sciberras,**

**Mellicha,**

**Malta.**

**Mr Giuseppe Farrugia**

**Maltese I.D. Card no. 96095M**

**Juniper Mews Blk F, Flat 5**

**Triq San Gwann**

**Gharghur**

**Malta**

**Mr. Ivan Fsadni**

**Maltese I.D. Card no. 0605460M**

**1, San Guzepp**

**Triq Straubenzee**

**Kalkara**

**Malta**

**Dr. Stefan Sant**

**Maltese I.D. Card no. 358277M**

**105, Les Maisons**

**Triq Il-Gizimin**

**Swieqi**

**Malta**

## **9. COMPANY SECRETARY**

The company shall have one company secretary. The company secretary shall be:

**Dr. David Wain**

**Maltese I.D. Card no. 233878M**

**97, Triq l-Imdina**

**Naxxar**

**Malta**

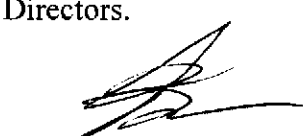
## **10. REPRESENTATION OF THE COMPANY**

The legal and judicial representation of the Company shall be vested in any two (2) Directors, or without prejudice to the said representation, by any person or persons deputed or authorised for this purpose by the Board of Directors.

  
\_\_\_\_\_  
Mr Daniel Gatt

Maltese I.D. Card no. 16301L

**Shareholder**

  
\_\_\_\_\_  
Mr Giuseppe Farrugia

Maltese I.D. Card no. 96095M

**Shareholder**

**COMPANIES ACT 1995  
LIMITED LIABILITY COMPANY**

**Articles of Association  
of  
YACHT LIFT MALTA PLC**

**I INTERPRETATION**

In these Articles, unless the context otherwise requires, the following terms shall be defined as follows:

- (i) "Act" means the Companies Act, Chapter 386 of the Laws of Malta, and any modification thereto or re-enactment thereof from time to time;
- (ii) "Articles" means the Articles of Association of the Company, as currently applicable or as may be from time to time in force;
- (iii) "Board" means the Board of Directors of the Company;
- (iv) "Company" means **Yacht Lift Malta p.l.c.**;
- (v) "Debt Securities" means debentures, including debenture stock, loan stock, bonds and other instruments creating or otherwise acknowledging indebtedness, but excluding such instruments that are issued as debt securities but that contain an option or right to the holder for them to be converted into share capital of the Company';
- (vi) "Directors" means the directors of the Company from time to time;
- (vii) "Equity Securities" means shares in the Company of whatever class or any other securities that can be converted or exchanged into, or which carry the right to subscribe for share/s of whatever class in the Company;
- (viii) "Exchange" means the Mata Stock Exchange as established by Chapter 345 of the Laws of Malta;
- (ix) "Malta" has the same meaning assigned to it by Article 124 of the Constitution of Malta;
- (x) "Member" means a shareholder in the Company;
- (xi) "Memorandum" means the Memorandum of Association of the Company;
- (xii) "MTF" means Multilateral Trading Facility;
- (xiii) "Office" means the Company's registered office;
- (xiv) "Person" means any person, whether natural, corporate or incorporate, that may according to applicable law, be the subject of rights and obligations;



- (xv) "Prospects" means the market regulated as an MTF, operated by the Exchange providing a venue for start-up and growth of small to medium-sized enterprises to float their capital (including equity securities and debt securities) on the market. Accordingly "Admission" shall be construed as an admission to this listing venue;
- (xvi) "Prospects Committee" means the committee set up for the purposes of the Prospects as per Prospects Rules;
- (xvii) "Prospects Rules" means the rules in respect of Prospects, Prospects applicants and Prospects companies;
- (xviii) "Securities" means Debt Securities or Equity Securities;
- (xix) "Share" means a share in the Company;

Unless otherwise indicated, words or expressions contained in the Articles shall bear the same meaning as in the Act as in force at the date on which the Articles are registered.

## **II INAPPLICABILITY OF THE FIRST SCHEDULE**

The regulations contained in Part I and part II of the First Schedule to the Act shall not apply to the Company

## **III SHARE CAPITAL AND SHARE RIGHTS**

- a. The Directors may, if they deem fit, cause any of the Securities of the Company, irrespective of class, whether in issue or to be issued pursuant to these Articles, to be admitted to Prospects or quoted and listed on the Exchange, as the case may be;
- b. Each and every share issued shall be made in such a manner so as to preserve, as closely as possible, the existing proportion between the shareholders, provided that any fresh issue of shares shall be made solely where all existing shares are fully paid up;
- c. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of these Articles, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return on capital or otherwise as the Board of Directors may by extraordinary resolution from time to time determine;
- d. The Board shall not have the authority to issue shares unless the maximum amount to be issued and the terms of the issue are authorised by an extraordinary resolution of the Members and the Board shall not have the authority to restrict or withdraw the right of pre-emption unless authorised by the said extraordinary resolution;
- e. Every fresh issue of shares of any class shall be made in a manner so as to preserve, as nearly as possible, the existing proportions between the holders of the shares in that class, unless contested by an extraordinary resolution of the Members;

- f. The holder of a share option shall not be entitled, before the exercise of the option, to any voting rights or other rights except for the rights expressed in the relative agreement or terms of issue. In particular, no dividends shall be payable or accrue in respect of any share option agreement unless and until such option is exercised;
- g. Without prejudice to the generality of the preceding Article, on a fresh issue of shares of any class, such shares shall be offered in the first place to a Member or Members holding shares of that Class as closely as possible to the same proportion as the number of shares already held by them respectively. The offer shall be made by notice in writing specifying the number of shares offered and their value and stating a time, being not less than twenty-eight (28) days, within which the offer, if not accepted, shall be deemed to have been declined;
- h. Any shares offered in terms of the preceding article which are not taken up by a Member to whom they were originally offered shall be subsequently offered to the bother Member or Members holding shares of the same class in respect of which the fresh issue is proposed to take place provided that such Member or Members shall have taken up their whole offer and, if the requests for shares from such Members shall exceed the number of shares on offer and not taken up, they shall be allotted as closely as possible in proportion to the number of shares held by them respectively prior to the said fresh issue of Shares. For the purposes of this Article, the subsequent offer shall be made by notice in writing specifying the number of shares offered and their value and stating a time, being not less than twenty-eight (28) days, within which the offer, if not accepted, shall be deemed to have been declined;
- i. Any shares offered pursuant to the provisions of the preceding article which are not taken up by a Member or Members as aforesaid shall then be offered to all the other Members of the Company holding Shares in a class or classes other than that in respect of which the fresh issue is proposed to take place and, if requests for shares from such Members shall exceed the number of shares on offer and not taken up, they shall be allotted as closely as possible in proportion to the number of shares held by them respectively prior to the said issue of Shares;
- j. If a number of Shares are not taken up by any Member or Members on a fresh issue of shares, the remaining Shares may not be offered to non-Members and the Board shall not have the authority to issue sub Shares;
- k. No Director shall be eligible to participate in the issue of allotment of shares offered to the employees of the Company without proper approval of the Shareholders in the General Meeting;
- l. In respect of Shares held subject to usufruct, the names of the bare owner and the usufructuary shall be entered into the register of Members. The usufructuary shall for all intents and purposes be deemed vis-a-vis the Company to be the registered holder of the Shares so held and shall be entitled to all the rights and advantages conferred by membership in the Company, including the right to receive dividends and to attend and to vote at meetings of the Company but shall not have the right to dispose of the Shares so held without the consent of the bare owner. In the event that there is more than one usufructuary, the provisions of the preceding articles shall apply *mutatis mutandis*;

- m. The Company may exercise the power of paying commissions or making discount 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 Shares, whether partly or fully paid-up, or a combination of both;
- n. Whenever there are preference Shares in issue, the holders thereof shall have the same rights as holders of the ordinary Shares in receiving notices, reports, balance sheets and in attending general meetings;

Provided that preference shareholders shall also have the right to vote at any general meeting where that general meeting is tasked with resolving on any of the following:

- (i) Reducing the share capital of the Company; or
  - (ii) Dissolving and winding up the Company; or
  - (iii) Matters that affect any of the rights and privileges attached to their shares; or
  - (iv) When the dividend on their Shares is in arrears by more than six (6) months.
- o. All securities of a particular class admitted to Prospects shall:
    - (i) Rank *pari passu*;
    - (ii) Be fungible;
    - (iii) Be freely transferable and fully paid-up;
    - (iv) Denominated in Euro or any convertible currency acceptable to the Exchange;
    - (v) Unconditionally allotted;
    - (vi) Validly issued under the Company's Memorandum and Articles of Association or equivalent constitutional documents;
  - p. Where an application for admission is made in respect of any particular class of a security:
    - (i) if none of the securities of that class are already admitted, the application must relate to all securities of that class, issued or proposed to be issued; and
    - (ii) if some of the Securities of that class are already admitted, the application must relate to all further securities of that class issued or proposed to be issued.

Admission shall be sought for all further issues of a Class of Securities already admitted prior to allotment of a new issue.

The Company shall ensure that holders of admitted shares enjoy rights that at least satisfy the requirements determined

- q. All facilities and information necessary for the holders of Securities to exercise their rights shall be available in Malta, while preserving date integrity and authenticity;
- r. Every person whose name is entered as a member in register of members shall be entitled without payment to receive one certificate for all his shares or several certificates each for one or more of his shares upon payment of one Euro (€1) for every certificate after the first or such less sum as the Board may from time to time determine. If a share certificate be defaced, lost or destroyed, it may be renewed no payment of a fee of one Euro (€1) or such less sum on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses of the Company on investigating evidence as the Board may deem fit.

#### **IV**

#### **VARIATION OF CLASS RIGHTS**

- a. If at any time the share capital is divided into different classes of shares, the change of any shares from one class into another or the variation of the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class which is to be changed or the rights attached to which are to be varied, according to the case) may, whether or not the Company is being wound up, be made with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, and the holders of three-fourths of the issued shares of any other class affected hereby. Such change or variation may also be made with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the issued shares of any other class affected thereby. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply;

#### **V**

#### **CALL ON SHARES**

- a. The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Shares and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth (1/4) of the nominal value of the share of be payable at less than one (1) month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the time/s and place for payment) pay to the Company at such time/s and this place so specified, the amount called on his Shares. A call may, at the option of the Directors, be made revoked or postponed;
- b. 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;
- c. The joint holders of a Share shall be jointly and severally liable for the payment of calls on their Shares;
- d. If a sum called in respect of a Share is not paid before or on the date appointed for the payment thereof, the person from whom the sum is called is still due shall pay interest thereon 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 the liberty to waive, whether in whole or in part, the payment of such interest;
- e. Any sum which by the terms of Issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of Shares or by way premium, shall for the purpose of these regulations be deemed to be a call duly made and payable on the date which, by 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;

- f. The Board may not differentiate between the holders as the amount of calls to be paid and times of payment;
- g. The Directors may, if they at their discretion deem fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any Shares held by him, and upon all or any of the monies so advanced may (until the same would, but for such advance, become payable), pay interest at law, as may be agreed upon between the Directors and the Members paying such sum in advance;
- h. The entitlement to receive and dividend and/or the right to exercise any privileges 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 Share held by him, together with interests and expenses if any.

## **VI TRANSFER AND TRANSMISSION OF SHARES**

- a. The right to transfer shares in the Company is restricted in the manner and to the extent prescribed in these Articles, and additionally as prescribed hereunder:
  - (i) if any member (hereinafter referred to as the “Transferring Member”) wishes to transfer his shares or any of them, he shall inform the Board by a notice in writing (hereinafter called the “Transfer Notice”) specifying the number of shares to be transferred, the name of the proposed transferee and the price of transfer of each share. The Transferring Member shall not be entitled to revoke a Transfer Notice without the consent in writing of the Board;
  - (ii) Debt Securities, where admitted, shall be freely transferable, subject to Prospects requirements relating to the formalising of transfers and the terms and conditions attached to such debt security in terms of the Admission Document approved by the Exchange;
  - (iii) The receipt by the Board of a Transfer Notice shall constitute an authority to them to offer for sale the shares specified therein at a fair valuation to be ascertained as follows:-
    - a. At a price mentioned by the Transferring Member if considered by the Board to be a fair one;
    - b. At the value placed on them by the auditors of the Company where the Member’s valuation is not considered by the Board to be a fair one;
    - c. At valuation placed on them by any other person whom the Board, with the consent in writing of the Transferring Member, shall appoint when for any reason the auditors of the Company shall not make the said valuation.
  - (iv) Without prejudice to Sub-article (iii) above, the Board shall not register a transfer of Shares in the Company unless a proper instrument of transfer or an authentic copy thereof has been delivered to the Company, which instrument shall be in writing in any usual or common form or any other form which the Board may approve. The instrument of transfer of the Share shall be executed by or on be-

half of the transferor and transferee, and the transferor shall for all intents and purposes deemed as holder of the share up to such time as the name of the transferee is entered into the Register of Members in respect thereof;

- (v) The Board may also decline to recognise any instrument of transfer where:
  - a. the instrument of transfer is not accompanied by the certificate of shares to which it relates, and such other evidence as the Board may reasonably require as evidence of the transferor's right to make the transfer;
  - b. the instrument of transfer is in respect to more than one class of share.
- (vi) The Board may suspend the registration of transfers at such times and for such periods as it may at its sole discretion determine, provided that any such suspension shall not exceed a total of thirty (30) days;
- (vii) The Board may at its sole absolute discretion and without assigning any reason thereof, refuse to register any transfer of any share, whether or not it is fully paid up. In the event that the Board refuses to register a transfer as aforesaid, it shall within a period of two (2) months from the date on which the transfer was lodged with the Company, send to the transferee notice of refusal together with a copy of the relative Board resolution declining the registration of such share transfer. In the event that no such communication is made by the Board within the two (2) month period aforesaid, there shall be deemed to be no objection to the registration of the share transfer, which shall, upon the lapse of the said two (2) months, become effective.
- (viii) The names and addresses of Members and statement of shares held by each of them, the amount paid up, and the date at which each person became and ceased to be a Member shall be entered into a register to be kept at the registered office of the Company and certificates of shares held by each shareholder shall be issued by the Board;
- (ix) Where two or more persons hold one or more shares jointly, they shall be treated as a single Member and the name of only one of such persons shall be entered into the register of Members. Such person shall be elected by the joint holders and shall for all intents and purposes be deemed to be the holder of the shares so held;
- (x) No restriction on transfer of shares shall apply where such transfers take place either *inter vivos* or *causa mortis* to an ascendant or descendant of a transferring Member or to the spouse of a Member or in any case, where all shareholders un-animously approve any proposed transfer in writing;
- (xi) Should any Member leave by way of legacy shares in usufruct then the voting rights on such shares shall be vested in the usufructuary;
- (xii) Where owing to death, a transmission of shares becomes necessary, the Board of Directors shall be bound to recognise such transmission and shall be entitled to the same advantages, save for any rights conferred by membership, which shall accrue to the recipient solely upon his registration as a Member in respect of the share or shares transmitted

## **VII FORFEITURE OR SURRENDER OF SHARES**

- a. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, require payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued, by means of a notice which shall also name a further day (not earlier than 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 shares in respect of which the call was made will be liable to forfeit, which forfeit may take place by a resolution of the Board to that effect;
- b. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and the forfeiture with the date thereof, shall forthwith be made in the register of Members relating to the share, provided that such notification and forfeiture shall not be considered as mandatory for such forfeiture to take effect.
- c. Any forfeited or surrendered share may be sold or otherwise disposed of on such terms and in such manner as the Board deems fit, and the Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of, which shall thereupon be registered as the holder of the share. At any time before such sale or disposition, the forfeiture or surrender may be cancelled on such terms as the Board deems fit.
- d. A person whose shares have been forfeited or who has surrendered his shares as aforesaid shall cease to be a Member in respect of such forfeited or surrendered shares, but shall remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender were due in respect of the shares, provided that such liability shall cease if and when the Company would have received in full all such moneys in respect of the Shares.

## **VIII CONVERSION OF SHARES INTO STOCK**

- a. The Company may by ordinary resolution convert any paid up shares into stock, and re-convert any stock into paid up shares of any denomination.
- b. The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the Shares from which the stock arose might previously to conversion have been transferred, or as near thereto as the circumstances permit; and the Board may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
- c. Holders of stock arising from shares shall have the same rights, advantages and privileges as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which they arose; stock. No such rights and privileges shall accrue to the stock if such did not exist within the share from which it

emanated, except participation in dividends and profits of the Company and in the assets upon winding up.

## **IX OWN SHARES**

- a. The Company is authorised to acquire its own shares in accordance with Sections 106 and 107 of the Act.
- b. The Company may not give, directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise any financial assistance for the purpose of or in connection with an acquisition or subscription made or to be made by any person of or for any shares in the Company or its parent company
- c. The Company is prohibited from accepting its own shares by way of a pledge or other forms of security.
- d. Shares in, debentures of any other Securities issued by the Company may not be pledged by the holder in favour of any person as security of any obligation

## **X ORDINARY AND EXTRAORDINARY RESOLUTIONS**

- a. An ordinary resolution shall be passed by a Member or Members having the right to attend and vote holding in the aggregate shares entitling the holder/s thereof to more than fifty percent (50%) in nominal value of the shares represented and entitled to vote at the meeting.
- b. A resolution shall be deemed to be an extraordinary resolution where –
  - (i) it 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;
  - (ii) it 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 percent (75%) in nominal value of the shares represented and entitled to vote at the meeting are at least fifty-one percent (51%) in nominal value of all shares entitled to vote at the meeting

Provided that if one of the aforesaid majorities is achieved but not the other, another meeting shall be convened within thirty (30) days in accordance with the provisions for the call 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 an aggregate of not less than seventy-five percent (75%) in nominal value of the shares represented and entitled to vote at the meeting.



Provided further that, if more than held in nominal value of all the shares having the right to vote at the meeting is represented at that meeting, a simple majority in nominal value of such shares so represented shall suffice.

- c. The Company shall not make deletions, amendments or additions to any of the provisions in the Articles of Association of the Company, unless prior authorisation has been sought and obtained from the Exchange for such deletion, amendment or additions.
- d. The Company shall ensure that any changes made to any of the provisions in the Memorandum and Articles of Association of the Company, or equivalent constitutional documents are submitted to the Exchange and supported by an explanation by the Company's appointed corporate advisor.
- e. An extraordinary resolution shall be required for amendments, alterations and/or revocations of any of the provisions of the Memorandum and Articles of Association of the Company and any additions thereto, the authorisation of the Board to issue shares or to restrict or withdraw the right to pre-emption as regulated by these Articles, the conversion of shares, the reduction of capital as well as the dissolution of the Company.
- f. A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at the general meetings of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such a resolution in writing may consist of several instruments in like form each executed by or on behalf of one or more Members being entitled to receive notice of and to attend and vote at the General Meetings of the Company as aforesaid.

Provided that a resolution in writing as aforesaid shall be void if it purports to remove a Director or an auditor before the expiration of his term of office, or otherwise purports to deprive the auditors of the right granted to them by virtue of the provisions of Article 155 of the Act.

## **XI GENERAL MEETINGS**

- a. The Company shall in each year hold an annual general meeting by not later than fifteen months from the date of one annual general meeting to the next. Consistently with the foregoing, the annual general meeting shall be held at such time and place in Malta as the Directors shall decide.
- b. All general meetings other than an annual general meeting shall be extraordinary general meeting.
- c. The Company shall hold a general meeting to obtain the consent of its Members prior to entering into any agreement which is not considered to fall within the ordinary course of business and which exceeds the class test thresholds referred to in the Prospect Rules.
- d. The Board may, whenever it deems fit, call an Extraordinary General Meeting.

- e. The Board shall, on the requisition of a Member or Members of the Company holding at the date of the deposit of the requisition not less than one-tenth (1/10th) of the paid-up share capital of the Company carrying the right to vote at General Meetings of the Company, proceed forthwith to convene an Extraordinary General Meeting of the Company in accordance with the provisions of Article 129 of the Act.

## **XII NOTICE OF GENERAL MEETINGS**

- a. A general meeting of the Company shall be called by a fourteen day notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and shall specify the place, the day and the hour of the meeting, and in the case of special business, the general nature of that business, and shall be given in the manner hereinafter mentioned, receive such notice from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat.

- b. The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate proceedings at such meeting
- c. Every Member of the Company shall specify his address in Malta or elsewhere. The posting by the Company of a registered letter to that address shall be deemed as sufficient notice to him for all intents and purposes.
- d. Notice of every general meeting shall be given in the manner hereinbefore authorised to:-
  - i) every registered member of the Company
  - ii) to each director of the Company
  - iii) the auditor for the time being of the Company

No other person shall be entitled to receive notices of general meetings.

- e. Any notice of meeting called to consider extraordinary business shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such extraordinary business

Any notice of the meeting called to consider extraordinary business shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such extraordinary business.

## **XIII PROCEEDINGS AT GENERAL MEETINGS**

- a. All business transacted at an Extraordinary General Meeting and also all that is transacted at such Annual General Meeting shall be considered as special, with the

exception of declaring a dividend, the consideration of the accounts, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of remuneration of the auditors.

- b. No business shall be transacted at any general meeting other than that stated in the notice convening it unless a quorum is present at the time the meeting proceeds to 'business'. The quorum shall consist of a number of members of the company, present in person or by proxy having the right to attend and vote at such meeting and holding between them not less than sixty (60%) percent of the issued and paid-up share capital conferring such right.
- c. If on the day the meeting is called, no such quorum is reached within half an hour from time appointed for the meeting, it shall be adjourned to the same day in the following week at the same time and place or any such alternative and place as the Board may determine, and if on the date of the adjourned meeting a quorum is not present within an hour of the time appointed for the meeting, the Member or Members present shall be a quorum provided that they hold not less than forty percent (40%) of the issued paid-up shares of the Company.
- d. Any Member entitled to attend and vote at a Meeting of the Company or at a meeting of any class of Members of the Company shall be entitled to appoint another person, whether a Member or not, as his proxy to attend and vote instead of him, and a proxy so appointed shall have the same rights as the Member to speak at a Meeting and demand a poll.
- e. The instrument appointing a proxy shall be in writing and shall be deposited at the registered office of the Company by not later than forty-eight (48) hours before the time for the holding of a Meeting at which the person named in the instrument proposes to vote. A Member shall not have the right to appoint more than one proxy.
- f. A Proxy shall include details on how holders of securities admitted to Prospects may exercise their rights by proxy, subject to the law, including proxy forms that must satisfy the following requirements as appropriate:
  - (i.) be sent with the notice convening a meeting of holders of securities admitted to Prospects and entitled to vote at the meeting;
  - (ii.) provide for two-way voting on all proposed resolutions (except for procedural resolutions) as well as any other voting procedure in election of Directors;
  - (iii.) state that a holder of 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;
  - (iv.) 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
  - (v.) where the resolutions to be proposed include the re-election of retiring Directors, the proxy forms shall allow shareholders to vote for individual candidates irrespective of whether they are new candidates or retiring incumbents of the post.

- g. Subject to sub-article “f” above, an instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit –

*“I/We ..... bearer of Identity Card / Passport number\* ..... and residing at .....,being a Member/s of the Company, being entitled to appoint a proxy of my/our choice, hereby appoint ..... bearer if Identity Card / Passport number\* ..... as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the .... day of ....., 20..., and at any adjournment thereof*

*Signed this the .... Day of ....., 20...*

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

*\*Strike out whichever is not desired.”*

Provided that where the resolutions to be proposed include the re-election of retiring Directors, the following form or a form as near thereto as the circumstances permit shall be used –

*“I/We ..... bearer of Identity Card / Passport number\* ..... and residing at .....,being a Member/s of the Company, being entitled to appoint a proxy of my/our choice, hereby appoint ..... bearer if Identity Card / Passport number\* ..... as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the .... day of ....., 20..., and at any adjournment thereof.*

*Signed this the .... day of ....., 20...*

*This form is to be used to vote for the election /re-election\* of \_\_\_\_\_\*\*. Unless otherwise instructed, the proxy shall vote as he deems fit.*

*\*Strike out whichever is not desired.*

*\*\*Name of candidate”*

- g. The Chairman of the Board of Directors shall preside as chairman every general meeting of the company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairman of the meeting.
- h. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.
- i. 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 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.

- j. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the result of the show of hands) by -
- (i) the Chairman; or
  - (ii) at least three (3) Members present in person or by proxy;  
or
  - (iii) any Member/s present in person or by proxy representing not less than one-tenth (1/10<sup>th</sup>) of the total voting rights of the Members having the right to vote at the Meeting; or
  - (iv) by a Member or Members holding shares in the Company conferring a right to vote at the Meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth (1/10<sup>th</sup>) of the total sum paid up on all the shares conferring such right

Provided that unless a poll is demanded as aforesaid, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

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

- k. Except as provided in Article "j" above, if a poll is duly demanded it shall be taken in such a 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
- l. In the case of an equality of votes, the chairman of the meeting at which the show of hands takes place, shall be entitled to a second or casting vote.
- m. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### **XIV VOTES OF MEMBERS**

- a. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person or proxy shall have one vote, and on a poll every Member shall have one vote for each share of which he is holder, whether in person or by proxy
- b. No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- c. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

#### **XV DIRECTORS**

- a. Subject to the provisions of the Memorandum and Articles of Association of the Company, the Directors of the Company shall be appointed by ordinary resolution of the Company at the General Meeting convened for such purpose and giving those eligible to attend at least fourteen (14) days' notice to submit names for the election of Directors. Notice to the Company proposing a person for election as a Director, as well as the latter's acceptance to be nominated as Director shall be given to the Issuer not less than fourteen (14) days prior to the date of the meeting appointed for such election.
- b. The Directors of the Company shall be natural persons, and no body corporate may be a Director of the Company. An election of Directors shall take place every year, and all Directors, except a Managing Director, shall retire from office once every three (3) years, provided that they shall in any case be eligible for re-election.
- c. A person shall not be qualified for appointment or to hold office as Director of the Company if:
  - (i) he is interdicted, incapacitated or becomes unsound of mind; or
  - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (iii) he has been convicted on any of the crimes affecting public trust or theft or fraud or knowingly receiving property obtained from theft or fraud, or any other crime which is punishable by imprisonment.
- d. Any person appointed by the Directors to fill a casual vacancy or as an addition to the Board will hold office only until the next following Annual General Meeting of the Company and will be eligible for re-election.
- e. A Director may at any time authorise generally or for a specified time any other person to act as alternate Director and such person shall have a vote for each Director by whom he is so authorised. Any such authority shall be in writing and shall be delivered and deposited at the registered office of the Company before the time appointed for the holding of the first meeting at which it is intended to be acted upon.

- f. A member of the Board shall hold office until such time as he tenders his resignation or until he is removed by the General Meeting by a resolution passed by a Member or Members having the right to attend and vote, holding in the aggregate shares entitling the holder/s thereof to more than fifty percent (50%) of the voting rights attached to shares represented and entitled to vote at the Meeting.
- g. The remuneration of the Directors shall from time to time be determined by the Company in a general meeting. Such remuneration shall be deemed to accrue from day to day. 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 the directors or general meetings of the company or in connection with the business of the Company. 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
- h. If any Director, being willing, shall be called upon to sit on any committee or working group of the Company or to perform any 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 such Director, as may be determined by the Board of Directors, in addition to or in substitution of his remuneration as Director.
- i. The Directors of the Company may hold such other office with the Company apart from the office of Director, and be remunerated therefor, as the Directors may from time to time determine.
- j. 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.

## **XVI PROCEEDINGS OF DIRECTORS**

- a. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes, the chairman shall have a second or casting vote. A Director may, and the company secretary on the requisition of a director shall, at any time summon a meeting of the Directors.

Without prejudice to the aforesaid, the Board may meet in any appropriate form or forum and including, without limitation, by means of telephone or video conferencing or by such other similar means of communication allowing, in either case, all the Directors in the meeting to see and speak to each other. In such cases, the Chairman of the Meeting shall first verify the identity of the participating Directors, and shall make a record of such verification once he is satisfied of the identity thereof.
- b. Saving the provisions of sub-article "a" above, a meeting of the Board shall not be duly convened unless at least twenty-four (24) hours' notice thereof has been given, provided that the meeting shall in any case be deemed to be duly convened if so agreed by all the Directors entitled to attend and vote thereat.

- c. Every Director of the Board shall specify, where applicable, his telephone number and his residential and email address in Malta
- d. The accidental omission to give notice of a meeting of the Board, or the non-receipt of the notice of a meeting of the Board by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.
- e. No business shall be transacted at any meeting of the board unless the quorum of Directors is present when the meeting proceeds to business. The quorum necessary for the transaction of business shall be two (2) Directors.
- f. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed or pursuant to the provisions of these Articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- g. A Director may appoint any other person to act as his alternate to attend and vote for him in his absence at any meeting of the Board.
- h. A resolution in writing signed by all the Directors for the time being entitled to receive notice of and to attend and vote at the meetings for the Directors, shall be as valid and effective as if the same had been passed at a General meeting of the Directors duly convened and held. Several distinct copies, including electronic mail or scanned copies, of a resolution signed by the Directors separately and received by the Company Secretary, shall be deemed to constitute a valid and effective resolution for the purposes of these Articles.

## **XVII           BORROWING POWERS**

- a. The Company shall have unlimited power to borrow money and to hypothecate or charge its undertaking, property and uncalled capital or any part thereof, including as security for its obligations, and to issue debentures, debenture stock and other securities, whether outright or as security for its liabilities or obligations or for those of any third party. Such power shall be exercised by the Board of Directors

## **XVIII          POWERS AND DUTIES OF DIRECTORS**

- a. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company which are not required by the Act or by the Memorandum and Articles of Association of the Company, to be exercised by the Company in the General Meeting.
- b. The Board shall exercise its powers subject to the provisions of these Articles, the



provisions of the Act, and such regulations, not being inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting, provided that no regulation made by the Company in the General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

- c. The Board shall have the power to appoint any person to be attorney of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in and exercisable by the Board under these Articles) and for such period and subject to such conditions as they may deem 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 Board may deem fit, and may also authorise such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- d. The Board shall have the power to remove the Company Secretary provided the Board shall appoint another individual in his stead within fourteen (14) days from removal.
- e. It shall be the duty of a Director of the Company who is in any way, whether directly or indirectly, interested in a contract or arrangement or any other proposal with the Company to declare the nature of his interest to the other Directors either at the meeting of the Board at which the question of entering into the contract is first taken into consideration, or, if the Director was not at the date of the meeting interested in the contract or proposed contract, at the next meeting of the Board held after he became so interested.
- f. A Director shall not vote at a meeting of the Board in respect of any contract or arrangement or any other proposal in which he is interested, and if he shall do so his vote shall not be counted, nor shall it be counted in the quorum present for the meeting, provided that such prohibitions shall not apply to:
  - (i) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company;
  - (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
  - (iii) any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or
  - (iv) any contract or arrangement with any other Company in which he is interested only as an officer of the Company or as holder of shares or other securities

and these prohibitions may at any time be suspended or relaxed to any extent, either generally or in respect of any particular contract, arrangement or transaction, by the Members at a general meeting.

Provided that a Director shall not vote on any matter whatsoever where his voting is precluded by the Prospects Rules.

- g. The Board shall cause proper accounting records to be kept in accordance with Article 163 of the Act. The book of accounts shall be kept at the registered office of the Company or such place as the Board may determine from time to time.
- h. The Board shall prepare, for each accounting period, individual accounts comprising the balance sheet as at the last day of the accounting period to which they refer, the profit and loss account for such period, the notes to the accounts and any other financial statements as may be required under Chapter X of Title I of Part V of the Act. The Company's annual accounts shall be approved by the Board and the balance sheet shall be dated and signed on behalf of the Board by two (2) Directors of the Company.
- i. A copy of the annual accounts of the Company, including any Director's report shall, not less than fourteen (14) days before the date of the general meeting at which they are to be laid, be sent to every Member and every other person entitled to receive notice of the meeting.
- j. In respect of each accounting period the Board shall lay before the Company in general meeting for its approval copies of the annual accounts of the Company for that period. There shall be annexed to the annual accounts the auditors' report as specified in Article 177 of the Act. Such annual accounts shall be laid and approved by the Company in general meeting within ten (10) months after the end of the accounting reference period, subject to the provisions of Article 182 of the Act.
- k. Subject to the provisions of Article 180 of the Act, the Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the annual accounts and accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member, not being a Director, shall have the right of inspecting any such account or record or other document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting.
- l. The Company shall prepare all accounting information under International Financial Reporting Standards (IFRS).

## **XIX**

### **DELEGATION OF DIRECTORS' POWER**

- a. The Board may from time to time appoint a Managing Director or a Director or Directors holding any other executive office or offices from amongst themselves delegating to him or them any of their powers;
- b. Each such appointment shall be for such period and on such terms as the Board deems fit, and, subject to the terms of any agreement entered into in any particular case, the Board may revoke such appointment. Any such appointment shall be

automatically determined should the Director appointed cease to occupy the position of Director for any reason.

- c. A managing Director or a Director holding any other executive office, shall receive such remuneration as the Board, subject to the approval of the Company in general meeting, may from time to time determine.
- d. The Board may delegate to any managing Director, or to any Director holding any other executive office, any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may deem fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw or vary any of such powers.
- e. The Board may also appoint a committee consisting of one or more persons selected from amongst themselves delegating to it any of their powers. Any such delegation may be subject to any condition or requirement as the Board may impose and may be made either collaterally with or to the exclusion of their own powers, and the Board may from time to time revoke, withdraw, alter or vary all or any of such powers. Any such committee shall, subject to any of the said conditions or requirements, regulate its own proceedings, in so far as possible in like manner as if its meeting were meetings of the Board.

## **XX                    AUDIT COMMITTEE**

- a. The Board shall appoint an audit committee composed entirely of Directors and having three (3) members, one of whom shall be appointed as chair to the audit committee. The majority of such members, including the Chairman, shall be non-executive Directors, and the committee shall be tasked, in the manner and in accordance with the terms of reference provided by the Board, to monitor certain activities of the Company in the manner and to the extent required by the Prospects Rules. Furthermore, the Company shall:
  - (i) Submit the terms of reference to the Exchange for review, which terms of reference shall be reviewed by the Corporate Adviser and submitted to the Exchange for review. Such terms of reference shall include the exclusive power of vetting all Related Party Transactions in advance, with its decisions on such vetting being final and conclusive;
  - (ii) Give notice to the Exchange of any intended change to the composition of the membership of the audit committee, together with the reasons therefor;
  - (iii) Continue to satisfy its obligations in terms of the Prospects Rules until the audit committee is duly composed again;
  - (iv) Ensure that another audit committee member is appointed within three (3) months, in accordance with the requirements of the Prospects Rules. 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.

## **XXI MINUTES OF PROCEEDINGS**

- a. The Company shall cause minutes of all proceedings of general meetings and all proceedings of meetings of the Board to be entered into books kept for such purpose.
- b. The Directors shall cause minutes to be made in books provided for the purpose in respect of:
  - (i) all appointments of officers made by the Board;
  - (ii) the names of Directors present at each meeting of the Board and of any committee of the Board;
  - (iii) all resolutions and proceedings of all meetings of the Company, of the Board and of committees of the Board;
- c. Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the successive meeting, shall be evidence of the proceedings.
- d. The books containing the minutes of proceedings of any general meeting of the Company shall be kept at the registered office of the Company, and shall during business hours, subject to such reasonable restrictions as the Company may by these Articles or in general meeting impose, be open to any Member of the Company, without charge

## **XXX SECRETARY**

- a. A document or proceeding requiring authentication by the Company may be signed by a Director, the Company secretary or other authorised officer of the Company.
- b. Without prejudice to the provisions of the Act regulating the appointment and functions of the Company Secretary, the appointment or replacement of the Company Secretary and the conditions of holding office shall be determined by the Directors. The Company Secretary shall be responsible for keeping:
  - (i) the minute book of the general meetings of the Company; and
  - (ii) the minute book of the meetings of the Board; and
  - (iii) the register of Members; and
  - (iv) the register of debentures; and
  - (v) such other registers and records as the Company Secretary may be required to keep by the Board
- c. The Company Secretary shall ensure that proper notices are given of all meetings and that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act.
- d. Anything required or authorised to be done by or to the Company Secretary may, if the office is vacant, or if there is for any other reason no Company Secretary capable of acting, be done by or to any officer of the Company authorised generally or specifically by the Board for such purpose.

### **XXXI DIVIDENDS AND RESERVE**

- a. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- b. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company.
- c. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as they deem proper as a reserve or reserves which shall, at the discretion of the Board, 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, wither be employed in the business of the Company or be invested in such investments, other than shares of the Company, as the Board may from time to time deem fit. The Board may also without placing the same to reserve carry forward any profits which the may deem prudent not to divide.
- d. Subject to the rights of persons, if any, entitled to shares with special right as to dividend, all dividends shall be declared and paid according to the amount paid or credited as paid on the shares in respect of whereof the dividend is paid, but not amount paid or credited as paid in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as per a particular date such share shall rank for dividend accordingly. Any amount paid in advance of calls on any Share may carry interest but will not entitloe the holder of the Share to participate in respect of such amount in any dividend.
- e. The Board may deduct from any dividend payable to any Member all sums of money, if any, payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- f. Any amount paid in advance of calls on any share may carry interest but will not entitle the holder of the share to participate in respect of such amount in any dividend.

### **XXXII CAPITALISATION OF PROFITS**

The company in general meeting may resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution, amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and part-

ly in the other, and the directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this article, only be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.

Provided further that the directors may in giving effect to such resolution make such provision by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions.

### **XXXIII NOTICE**

- a. Notices as required in terms of these Articles of Association, the Prospects Rules and/or any other applicable law may be served by registered post or telex or electronic mail and shall be deemed to have been served in the case of registered post five (5) immediately following that on which it was posted and in the case of an electronic mail or a telefax on the day of transmission, and in providing such service it shall be sufficient to prove that the notice was addressed properly and posted or transmitted to such electronic mail or telefax number as may be notified by the Members and Directors of the Company
- b. A notice may be given to the joint holders of a share by giving notice to the holder of such share names in the register of Members.
- c. The signature to any notice to be given by the Company may be written or printed.
- d. The Company shall support electronic communication to all holders of admitted securities of all information required to be disclosed under the Rules and / or applicable law, prior to, upon or following Admission of any of its securities to Prospects.

### **XXXIV WINDING-UP**

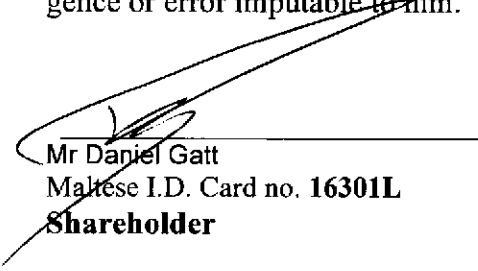
If the company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide amongst the members "in specie" or in kind the whole of any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how much division shall be carried out as between the numbers of different classes of members. The liquidator may, with like sanction, vest the whole or any part of such assets in trusts for the benefit of the beneficiaries as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability. All holders of ordinary shares shall rank *pari passu* upon any distribution of assets in a winding up.

Provided that where the Company opt to enter into a voluntary liquidation in accordance with the provisions of these Articles and the Act, any fees payable to a liquidator tasked with dissolution and consequential winding-up of the Company shall be sanctioned by a resolution of the Members, either pursuant to an extraordinary general meeting or by

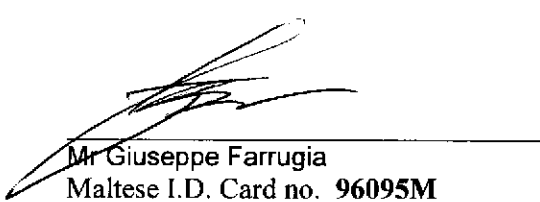
resolution in writing. The amount of such payment shall be notified to all shareholders at least seven (7) days prior to the meeting at which it is to be considered.

### **XXXV INDEMNITY**

Every managing Director, Director holding any other executive office or other Director, and every agent, auditor or company secretary and in general any officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings in which judgement is given in his favour or in which he is acquitted, provided that this liability is not incurred as a result of fault, negligence or error imputable to him.



Mr Daniel Gatt  
Maltese I.D. Card no. 16301L  
**Shareholder**



Mr Giuseppe Farrugia  
Maltese I.D. Card no. 96095M  
**Shareholder**

## Declaration of consent to be appointed as Director

5th August 2019

I, Daniel Gatt holder of Maltese Id card 16301L, hereby give my consent to act as a director of **Yacht Lift Malta PLC (C-78281)** and certify that I am capable of holding such role within the company as per the companies act.



\_\_\_\_\_  
Daniel Gatt

\_\_\_\_\_  
Karl Carabott.

Witness (name) \_\_\_\_\_



## Declaration of consent to be appointed as Director

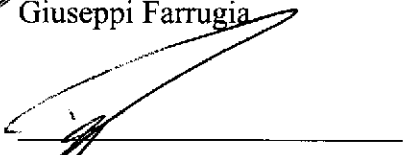
5th August 2019

I, Giuseppe Farrugia holder of Maltese Id card 96095M, hereby give my consent to act as a director of **Yacht Lift Malta PLC (C-78281)** and certify that I am capable of holding such role within the company as per the companies act.



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Giuseppe Farrugia



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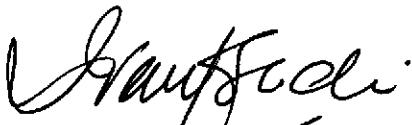
Witness (name) DANIEL GATT

## Declaration of consent to be appointed as Director

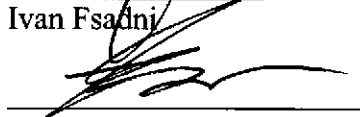
14th June 2019

I, Mr Ivan Fsadni holder of Maltese Id card 405460M hereby give my consent to act as a director of **Yacht Lift Malta Ltd (C-78281)** and certify that I am capable of holding such role within the company as per the companies act.

Mr Ivan Fsadni  
Id Card 405460M  
Address 1, San Guzepp, Straubenzee Street Kalkara



Ivan Fsadni

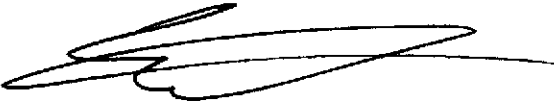
  
Witness (name) JOE FARRUGIA

## Declaration of consent to be appointed as Director

14th June 2019

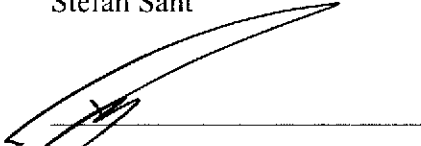
I, Dr. Stefan Sant holder of Maltese Id card 358277M, hereby give my consent to act as a director of **Yacht Lift Malta Ltd (C-78281)** and certify that I am capable of holding such role within the company as per the companies act.

Dr Stefan Sant  
Id Card 358277M  
Address 105, Les Maisons Triq il Gizimin Swieqi.



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Stefan Sant



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Witness (name) DANIEL GATT