

COMPANIES ACT, 1995

**PUBLIC LIMITED LIABILITY COMPANY
MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
BROWN'S PHARMA HOLDINGS PLC**

MEMORANDUM OF ASSOCIATION
OF
BROWN'S PHARMA HOLDINGS PLC

1. Name

The name of the Company is **BROWN'S PHARMA HOLDINGS PLC**

2. Registered Office

The registered office of the Company shall be situated at Brown's Pharmacies, Triq l-Industrija, Qormi, Malta or at such other address as the Board of Directors may from time to time determine

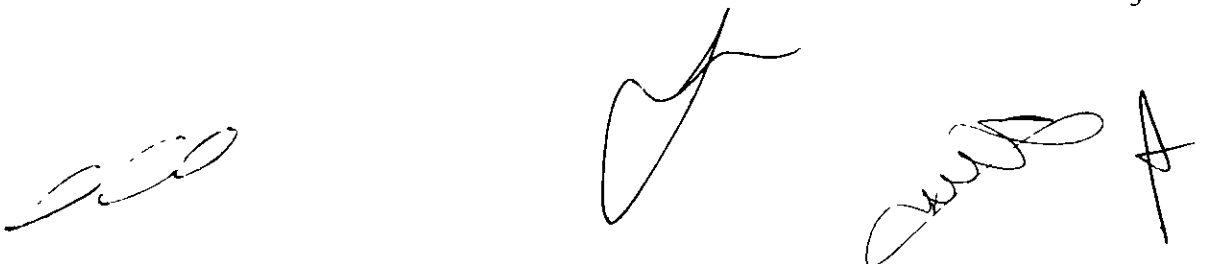
3. Objects

The objects of the Company shall be

- (a) To act as a holding company and therefore to subscribe for, take, purchase, participate in or otherwise acquire, hold, manage, sell or otherwise dispose of, and deal in any manner whatsoever in, shares, stock, debentures, bonds, notes or other securities whatsoever solely for and on behalf of the Company, and options, warrants or other rights or interests whatsoever in any such securities of, and any interests whatsoever in, any company in any other part of the world as the Company may determine and in such manner, under such terms and conditions and for such consideration as the Company may think fit,
- (b) To carry on the business of financing or re-financing of the funding requirements of the business of any company forming part of the group of companies of which the Company forms part of and/or of any company that is controlled, directly or indirectly, by the same person or persons as the Company,
- (c) To issue bonds, commercial paper or any other instruments creating or acknowledging indebtedness and to sell or offer the same to the public,
- (d) To hold, apply for, register, purchase or by other means acquire, develop, exploit, protect and renew any trademarks, patents, patent rights, licenses, designs, royalties, copyrights, grants, options, protection and concessions and other intellectual property, and to grant licences or rights in respect thereof,
- (e) To purchase, develop, take on lease, exchange, or acquire under any other title and/or sell or dispose any title any immovable and movable property and any rights, whether real or personal

connected thereto or emanating therefrom and any other rights, privileges interests which the Company may consider necessary or convenient for the purposes of the business and operations of the Company,

- (f) To employ personnel under full or part time employment arrangements and under definite or indefinite contracts of employment for the purpose of operating the above-mentioned businesses,
- (g) To borrow or raise money in such manner and under such terms and conditions as the Company may deem fit, and in particular, by way of bank loans and overdrafts, or undertake any obligation without limitation as to the limit of indebtedness and to guarantee the performance of any obligation of a third party, jointly and severally with such third party and/or with others in such a manner as the company shall think fit inclusive by the issue of debentures,
- (h) To secure and guarantee the repayment of any money which is borrowed or raised by the Company or the performance of any obligation undertaken by the Company, whether principal or ancillary, in any manner, including that of hypothecation, general or particular, mortgage, charge or lien, pledge of the whole or part of the immovable or movable property or assets of the Company, whether present or future, including the Company's uncalled capital,
- (i) To issue and allot shares fully or partly paid shares in the capital of the Company in payment of any property purchased or otherwise acquired by the Company or any services rendered by the Company,
- (j) To amalgamate or enter into any agreement, partnership, cooperative or consortium or make any arrangement for sharing of funding or profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in any business which the Company is authorised to carry on,
- (k) To subscribe for acquire, hold, dispose of or otherwise deal with any shares, stock, debentures, debenture stock, bonds, notes, options, interest in or securities of all kinds of any company, corporation, entity, partnership or other body of persons,
- (l) To draw, make, accept, endorse, execute, issue, discount, negotiate and deal in promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable and mercantile instruments, solely in the name, for and on behalf of the Company,
- (m) To subscribe for, take, purchase, sell, invest in, exchange or otherwise acquire, hold, manage, develop, deal with and turn into account any bonds, debentures, shares (whether fully paid or not), stocks, options or securities of governments, states, municipalities, public authorities, or public or private, limited or unlimited companies, and whether on a cash or margin basis and including short sales and to lend or borrow money against the security of such bonds, debentures, shares, stocks, options or other securities,
- (n) To borrow or raise finance in connection with the ownership, development, operation and financing of its business activities or the business activities of any subsidiary company, on such terms as the Directors may deem expedient, and also to invest and deal with the moneys of the



Company in or upon such investments and in such manner as the Directors may, from time to time, deem expedient

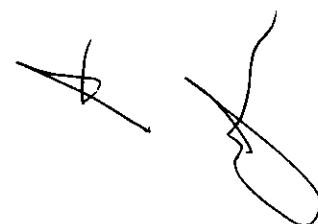
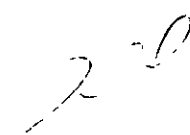
- (o) To apply for, purchase or otherwise acquire and/or sell, transfer or otherwise dispose of any patents, trademarks, designs, trade names, licences or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company,
- (p) To lend and advance money or give credit to the Company's customers or other persons, firms or companies with or without security and upon such terms and conditions as may seem expedient, but only where necessary and in relation to the business of the Company,
- (q) To invest and deal with the moneys of the Company in or upon such investments and property whatever and wherever (including, without prejudice to the generality of the foregoing, securities and interests of any kind of and in any firm, company, enterprise, government or authority) and in such manner as may from time to time seem expedient, and to hold, sell or otherwise dispose of any such investments and property, and to vary the investments and holdings of the Company as may from time to time seem expedient and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon,
- (r) To enter into any arrangement with any governments or authorities or entities that may seem conducive to the Company's objects or any of them and to obtain from any such governments, authorities or entities any legislation, orders, licences, permits, authorisations, contracts, grants, rights, privileges, franchises and concessions which the Company may consider desirable, and to perform, carry out, exercise and comply with the same,
- (s) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

It is hereby expressly declared that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company

Nothing in the foregoing shall be construed as empowering or enabling the Company to carry out any activity or service which requires an authorisation or licence from the competent authorities without a licence or other appropriate necessary authorisation from the respective competent authority

4. Liability and Status

- (a) The liability of the shareholders is limited to the amount, if any, unpaid on their shares in the Company
- (b) The Company shall be a public limited liability company



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5. Share Capital

- (a) The authorised share capital of the Company is twenty million and eighty-six thousand one hundred and eighty-six Euro (€20,086,186) divided into fourteen million six hundred and sixty-two thousand nine hundred and sixteen (14,662,916) Ordinary 'Class A' Shares of one Euro (€1 00) each, and five million four hundred and twenty-three thousand two hundred and seventy (5,423,270) Ordinary 'Class B' Shares of one Euro (€1 00) each
- (b) The issued share capital of the Company is twenty million and eighty-six thousand one hundred and eighty-six Euro (€20,086,186) divided into fourteen million six hundred and sixty-two thousand nine hundred and sixteen (14,662,916) Ordinary 'Class A' Shares of one Euro (€1 00) each, and five million four hundred and twenty-three thousand two hundred and seventy (5,423,270) Ordinary 'Class B' Shares of one Euro (€1 00) each, which shares have all been subscribed and paid up as follows

Subscriber	No. of shares
13i LIMITED Brown's Pharma, Triq I-Industrija, Qormi, Malta C 36058	7,331,458 Ordinary 'Class A' Shares 100% paid-up
N&N INVESTMENTS LTD Old Farmhouse 1, Off Lapsi Road, Tal- Providenza, Siggiewi, Malta C 92786	7,331,458 Ordinary 'Class A' Shares 100% paid-up
ELKA INVESTMENTS LIMITED 42-46, Mill Street, Qormi, QRM 3105, Malta C 93626	2,711,635 Ordinary 'Class B' Shares 100% paid-up
JLMX Investments Limited 42-46, Mill Street, Qormi, QRM 3105, Malta C 93632	2,711,635 Ordinary 'Class B' Shares 100% paid-up

It is hereby agreed that (i) each holder of Ordinary 'Class A' Shares shall have the right to appoint one (1) Director to the Board of Directors of the Company who shall have two point five (2.5) votes each in meetings

of the Board of Directors, (ii) the holder/s of the Ordinary 'Class A' Shares and the holder/s of the Ordinary 'Class B' Shares shall, together, be entitled to appoint three (3) Directors to the Board of Directors of the Company who shall have one (1) vote each in meetings of the Board of Directors, and (iii) each holder of Ordinary 'Class B' Shares shall have the right to appoint one (1) Director to the Board of Directors of the Company who shall have one (1) vote each in meetings of the Board of Directors

Except as otherwise provided herein, all ordinary shares in the Company, irrespective of class, shall rank equally in all respects, including without limitation, equal participation in profits distributed by the Company and equal rights upon distribution of the Company's assets upon its winding up. Each ordinary share shall entitle the holder thereof to one (1) vote at each general meeting of the Company.

6. Directors

- (a) The management and administration of the Company's affairs shall be entrusted to a Board of Directors consisting of not less than two (2) and not more than seven (7) directors
- (b) The Directors of the Company shall be

- 1) **Alexander Fenech (313270M)**
Q1, Flat 6,
Tigne Point, Sliema, TP 01,
Malta

Appointed by 13i Limited, holder of 7,331,458 Ordinary 'Class A' Shares

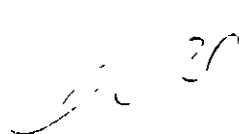
- 2) **Robert Spiteri (217270M)**
1, The Old Farmhouse,
Triq tal-Providenza, Siggiewi,
Malta

Appointed by N&N Investments Ltd, holder of 7,331,458 Ordinary 'Class A' Shares

- 3) **Paul Camilleri (346972M)**
La Vista, No 2, Palm Street,
Mtarfa, MTF 1031,
Malta

Appointed by ELKA Investments Limited, holder of 2,711,635 Ordinary 'Class B' Shares

- 4) **Jean-Pierre Miceli (112977M)**



Bridge Val, No. 2,
Triq il- Mensija, St. Julians,
Malta

Appointed by JLMX Investments Limited, holder of 2,711,635 Ordinary 'Class B' Shares

- 5) Benjamin Muscat (447054M)
TF 5., Apt 5, Caravaggio Court,
Tigne Point, Sliema, TP 01,
Malta

Appointed by the holders of the Ordinary 'Class A' Shares and the holders of the Ordinary 'Class B' Shares, acting together

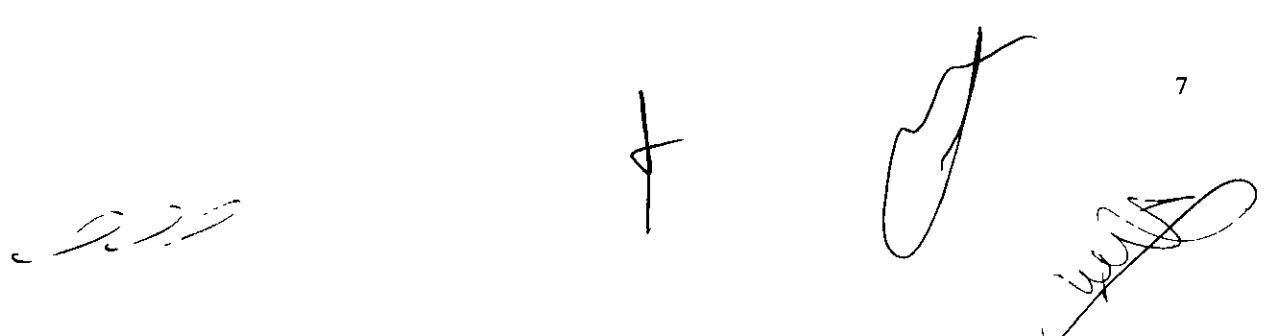
- 6) Joseph Caruana (672162M)
10, Apt 5., Panorama Court,
Triq il-Preistorja, Xemxija,
St. Paul's Bay, SPB 4223,
Malta

Appointed by the holders of the Ordinary 'Class A' Shares and the holders of the Ordinary 'Class B' Shares, acting together

- 7) Mark Grech (141490M)
Mon Cherie, 16,
Triq il-Kanada,
Naxxar, NXR 3243,
Malta

Appointed by the holders of the Ordinary 'Class A' Shares and the holders of the Ordinary 'Class B' Shares, acting together

The Directors mentioned in this Memorandum of Association and other Directors who may from time to time be elected or appointed shall be so elected or appointed until death or such time as they resign or are removed from office by the holder/s of the class of shares appointing them or by the members of the Company in general meeting in accordance with Article 140 of the Act



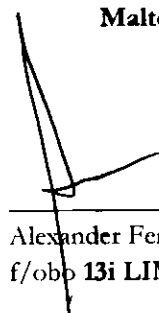
7. Legal and Judicial Representation

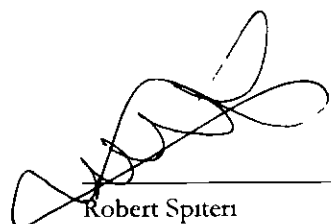
The legal and judicial representation of the Company shall be exercised by any one (1) director acting alone or, in addition and without prejudice to the aforesaid the Board of Directors may, from time to time, appoint any other person or persons to represent the Company in a specific case or cases

8. Secretary

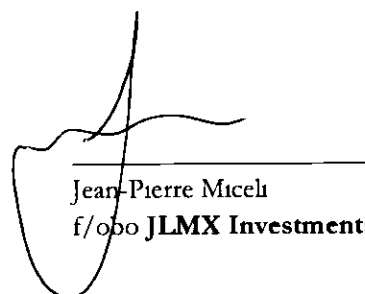
The company secretary of the company shall be

Jean C. Farrugia
No. 9
Mons F.X. Zahra Street
Balzan
Malta
Maltese ID Card no. 244176M



Alexander Fenech
f/obo **13i LIMITED**

Robert Spiteri
f/obo **N&N INVESTMENTS LTD**

Paul Camilleri
f/obo **ELKA INVESTMENTS LIMITED**

Jean-Pierre Miceli
f/obo **JLMX Investments Limited**

ARTICLES OF ASSOCIATION
OF
BROWN'S PHARMA HOLDINGS PLC

PRELIMINARY

1 The regulations contained in Part I of the First Schedule to the Companies Act, 1995 (such Schedule being hereinafter called the 'First Schedule') shall apply to the Company except insofar as they are excluded or varied hereby

2 In these Articles, unless the context otherwise requires

"Act" means the Companies Act, 1995, and any modifications or re-enactment thereof for the time being in force,

"Articles" means these Articles of Association or as may from time to time be in force,

"Auditors" means the Auditors of the Company as shall be appointed from time to time,

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Malta,

"Company" means BROWN'S PHARMA HOLDINGS PLC,

"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 afford the holder thereof the option or right to be converted into the share capital of the Company,

"Directors" means the Directors for the time being of the Company,

"Equity Securities" means shares and other transferable securities equivalent to shares, as well as any other type of transferable securities giving the right to acquire any of the aforementioned securities as a consequence of their being converted or the rights conferred by them being exercised, provided that securities of the latter type are issued by the Company or by an entity belonging to the Group,

"the Exchange" means the Malta Stock Exchange as established by the Financial Markets Act, Chapter 345 of the Laws of Malta,

"Extraordinary Resolution" means a resolution taken at a general meeting of the Company of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given and passed by a member or members having the right to attend and vote



at such meeting holding in the aggregate not less than seventy five percent (75%) in nominal value of the shares conferring that right,

"Listed" means quoted on the Exchange,

"Listing Authority" means such person or body appointed in terms of the Financial Markets Act, Chapter 345 of the Laws of Malta,

"Listing Rules" means the listing rules issued by the Listing Authority,

"Member" or "Shareholder" means a holder of an ordinary share in the Company,

"the Office" means the registered office for the time being of the Company,

"Ordinary Resolution" means a resolution taken at a general meeting of the Company passed by a Member or Members having the right to attend and vote at such meeting holding in the aggregate more than fifty-one per cent (51%) in nominal value of the shares represented and entitled to vote at the meeting,

"person" means any person, whether natural or legal,

"Register" means the Register of members of the Company required to be kept by the Act,

"Share" means any shares taken up or issued by the Company to any Shareholder,

"Subsidiary" or "Subsidiaries" means any company which has more than fifty percent (50%) of its issued share capital held, direct or indirect, by the Company,

"Transferable Securities" shall have the same meaning assigned to it in the Second Schedule to the Investment Services Act, Chapter 370 of the Laws of Malta,

"in writing" and "written" includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form,

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

Words importing the masculine gender only shall include the feminine gender

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

Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the Act shall bear the same meanings in these Articles



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SHARE CAPITAL AND SHARE RIGHTS

3 Every offer of a fresh issue of shares in the Company shall be made in a manner so as to preserve the existing proportions between the different classes of ordinary shares and shall be offered to each existing Member in proportion to the shares that such Member holds in the Company at the time of such offer, provided that no fresh issue of shares shall be made unless the existing shares have been fully paid up

4 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, 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 of capital or otherwise as the Members may from time to time determine, as hereinafter provided, provided that any issue of shares falls within the Company's authorised share capital

5 All Transferable Securities of a particular class listed on the Exchange shall carry equal rights There shall be no restriction on the right to transfer Transferable Securities which are authorised to be so listed

6 Subject to the provisions of the Act, all Shares from time to time unissued shall be at the disposal of the Members in general meeting, which may by means of ordinary resolution of the Members offer, allot, grant options over or otherwise dispose of to such persons at such times and on such terms as may be determined

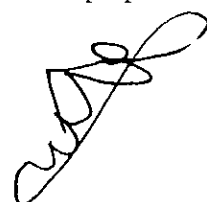
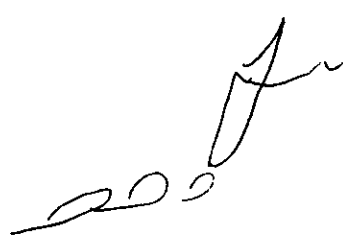
7 The Directors, may if they deem fit, cause any of the Shares or Debt Securities of the Company, irrespective of their class, whether issued or to be issued pursuant to these Articles, to be quoted and listed on the Exchange

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

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

10 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 members Such person shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Debentures 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

11 Subject to the provisions of this article and unless the Members in general meeting approve by means of an ordinary resolution, on a fresh issue of Shares of each class, such shares shall be offered in the first place to the members holding Shares of that class, as closely as possible in the same proportion as the number of



shares of that class 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.

12 Any shares not taken up by a Member to whom they were initially offered shall then be offered as aforesaid to the other Members of that class who shall have taken up their whole offer and, if the requests for Shares from such other 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. Any remaining Shares shall then be offered as aforesaid to the Members of the other class/es of Shares as closely as possible in proportion to the number of Shares held by them respectively. 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. Any remaining Shares may then be offered to non-Members on terms and conditions which shall not be more favourable than the offer made to the Members.

13 No Director shall be eligible to participate in the issue or allotment of Shares offered to the employees of the Company without the prior approval of the shareholder in general meeting.

14 Whenever there are preference Shares in issue, the holders thereof shall have the same rights as holders of ordinary Shares in receiving notices, reports, balance sheets and in attending general meetings.

15 Without prejudice to any rights that may be granted to persons holding preference Shares in the relative terms of issue, such persons shall not, as holders of preference, have the right to vote at general meeting, except on a resolution for the purpose of:

- (i) Reducing the capital of the Company, or
- (ii) Winding up of the Company, or
- (iii) Any proposal submitted to the meeting which directly affects their rights and privileges, or
- (iv) Effecting the dividend on preference shares when the dividend on their Shares is in arrears for more than six (6) months.

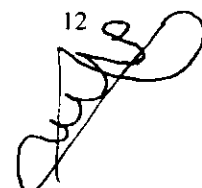
16 Unless otherwise provided in the terms of issue of preference Shares, on any resolution where, in terms of the provisions of Article 14, Members holding preference Shares are entitled to vote, each preference Share shall entitle its holder to one (1) vote.

17 The Company is authorized to acquire its own shares in accordance with Sections 106 and 107 of the Act.

18 The Company shall not issue Shares in such a way that would dilute a substantial interest without prior approval of the shareholders in general meeting.

TRANSFER AND TRANSMISSION OF SHARES

19 (i) Subject to the provision of Article 19 – 21C hereunder, if any Member (hereinafter referred to as the “Transferor”) wishes to transfer its Shares or any of them, it shall inform the Directors by a notice in



of the proposed transferee and the consideration of transfer for each Share. The Transferor shall not be entitled to revoke a Transfer Notice without the consent in writing of the Directors.

(ii) The receipt by the Directors 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 Transferor if considered by the Directors to be a fair one,
- b) At the value placed on them by the Auditors appointed by the Company where the Member's valuation is not considered by the Directors to be a fair one.

(iii) When a fair value of the Shares has been determined in the manner prescribed above, the Directors shall by notice in writing inform the Transferor and shall cause a notice to be sent to every other Member of the Company stating the number and the fair value of the Shares for sale, and inviting them to state, in writing within fourteen (14) days, what number of Shares, if any, they are willing to purchase.

(iv) At the expiration of the said fourteen (14) days, the Directors shall allocate the said Shares to or among the Member/s who shall have expressed his or their willingness to purchase as aforesaid, and if more than one (1), so far as may be pro rata between them, provided that no Member shall be obliged to take more than the said maximum number of Shares so notified by him/it as aforesaid.

(v) If the Directors shall be unable to find a purchaser for all or any of the Shares amongst the holders of the existing Shares, the Transferor shall be entitled to sell to the person named in the Transfer Notice at the price specified therein, provided that in such cases the Directors may at their absolute discretion decline to register a transfer.

(vi) If, for any reason, no person is registered as a shareholder in respect of the Shares of the proposed transfer within a period of six (6) months from the date when the Directors informed the Transferor that the proposed transfer was not taken or was refused by the Directors, the Directors may, upon written request from the Transferor, resolve that such shares be cancelled.

20 (i) Subject to the provisions contained in the Memorandum and Articles of Association, a proposed sale of at least twenty five percent (25%) of the then issued ordinary Shares by any of the Shareholders to a third party purchaser, whether in one single transaction or in a series of related transactions over a period of twelve (12) months, (such seller being the "**Selling Shareholder**", such purchaser being the "**Tag Purchaser**", and such sale being a "**Third Party Tag Sale**"), shall trigger a right on the other Shareholders (the "**Tag Beneficiaries**") to participate in the Third Party Tag Sale through the sale of an amount of ordinary Shares in the Company that represents the same proportion of their holding of ordinary Shares of the Company as the proportion of the holding of Ordinary Shares of the Selling Shareholder that is proposed to be sold pursuant to the Third Party Tag Sale, at a price per ordinary Share that is equal to the price per ordinary Share in the Third Party Tag Sale and on the same terms as those of the Third Party Tag Sale (such sale being a "**Tag Along Sale**").

(ii) The Selling Shareholder shall notify the Company and the Tag Beneficiaries in respect of a Tag Along Sale by written notice which shall specify the terms of the offer (the "**Tag Along Notice**") including

- a) the type and number of ordinary Shares which the Selling Shareholder proposes to transfer,
- b) the name and address of the Tag Purchaser.

- c) all elements of any consideration (including any contingent or deferred consideration) payable to the Shareholders in connection with the Tag Along Sale,
- d) the proposed price per Ordinary Share to be received in cash on completion of the Tag Along Sale (excluding the amount of any deferred or contingent consideration potentially receivable following completion) by any Shareholder selling its ordinary Shares pursuant to the Tag Along Notice, and
- e) any other material terms relating to the Tag Along Sale

(iii) A Tag Along Notice shall be open for acceptance for a period of not less than ten (10) Business Days after receipt of it, failing which the relevant Tag Beneficiary shall be deemed to have waived its tag along right with respect to the relevant Tag Along Notice

(iv) If the Tag Along Notice is accepted by a Tag Beneficiary (the "**Tagging Shareholder**"), the Selling Shareholder shall procure that the Tag Purchaser shall acquire ordinary Shares from the Tag Beneficiary so that the total number of ordinary Shares acquired by the Tag Purchaser pursuant to the Tag Along Sale and the Third Party Tag Sale is the aggregate of (i) the number of Shares specified in the Tag Along Notice as being sold by the Selling Shareholder, and (ii) the number of Shares that the Tag Beneficiary elects to sell in response to the Tag Along Notice. The ordinary Shares to which the tag along right applies shall be transferred at the same price and under the same terms and conditions (including representations and warranties, which shall be borne by each seller pro rata the sale proceeds received by it in respect of the transferred ordinary Shares). The Tag Along Sale shall be conditional only upon completion of the Third Party Tag Sale and shall be completed at the same time as the Third Party Tag Sale

(v) If none of the Shareholders accept the Tag Along Notice within the ten (10) Business Days referred to herein, or if they notify the Selling Shareholder that they do not wish to sell any ordinary Shares at the consideration specified in the Tag Along Notice, then the Selling Shareholder shall be free to sell the number of ordinary Shares specified in the Tag Along Notice in accordance with the terms of the Tag Along Notice

21 (i) Where a Shareholder is, or a combination of Shareholders are, proposing to transfer at least sixty percent (60%) of the then issued ordinary Shares to a third party purchaser (such seller or sellers being referred to as the "**Drag Shareholder**", such purchaser being the "**Drag Purchaser**", and such sale being a "**Third Party Drag Sale**"), then the Drag Shareholder shall have the right, by serving notice on all the other Shareholders (the "**Drag Along Notice**"), to cause all the other Shareholders to transfer to the Drag Purchaser their entire holding of ordinary Shares on the same terms and conditions (including the purchase price) as those of the Third Party Drag Sale

(ii) The Drag Along Notice shall specify the terms of the offer including

- a) the name and address of the Drag Purchaser
- b) the type and number of shares which the Drag Shareholder proposes to transfer,
- c) all elements of any consideration (including any contingent or deferred consideration) payable to the Shareholders in connection with the Third Party Drag Sale,
- d) the proposed price per ordinary Share to be received in case on completion of the Third Party Drag Sale by any Shareholder selling its Shares pursuant to the Drag Along Notice, and
- e) any other material terms relating to the Third Party Drag Sale

(iii) Upon the Drag Shareholder serving a Drag Along Notice unto the other Shareholders of the Company, the said Shareholders shall, without prejudice to the other provisions of this article 21, be bound and obligated to, by not later than seven (7) days from the date of service of the Drag Along Notice, sell all of their shares to the Drag Purchaser, by signing any share transfer form and any and all other documents and forms as shall be required to give effect to such sale, on the terms and conditions specified in the Drag Along Notice

22 (i) If, at any time, a Member of the Company has any of its shares owned and/or held, directly or indirectly, by a natural person who is not a Permitted Holder, the other members of the Company shall have the right to call upon such Member (the "**Defaulting Member**") to transfer to them all the Shares held by the Defaulting Member in the Company at their fair market value determined in accordance with paragraph (ii) of Article 19 and utilising the procedures referred to in paragraph (iii) of Article 19 for the transfer of Shares to Members of the Company

(ii) The call option in terms of this clause shall, unless expressly waived in writing by all other Members of the Company, remain valid up to the date of liquidation of the Company, and shall be exercised by notice in writing to the Defaulting Member

(iii) All Members of the Company irrevocably bind themselves and undertake to promptly transfer their respective shares to the other Members of the Company if any of them becomes a Defaulting Member at any time in the future. The execution of these Memorandum and Articles of Association shall constitute irrevocable proxies issued by all the members subscribing to these Memorandum and Articles of Association as security for their undertakings in this Article and in favour of the other Members of the Company enabling such other Members to sign all documents on behalf of the Defaulting Member as may be necessary to give effect to the transfer of shares by such Defaulting Member in accordance with this Article 22

(iv) If a Member becomes a Defaulting Member, the shares held by such Defaulting Member shall confer no voting rights with effect from the date when the Defaulting Member is notified of the default by the other Members until such time as the shares are transferred to the other Members of the Company

For the purposes of this Article, "**Permitted Holder**" means

- a) the individual/s who is/are the ultimate beneficial owner/s of the Member of the Company,
- b) any individual person/s who is/are a descendant in the direct line of the ultimate beneficial owner of the Member, and/or
- c) any spouse or long-term partner of an ultimate beneficial owner of the Member of the Company

- 22A (i) Notwithstanding what is contained in the preceding articles, no restriction on transfer shall apply
- a) where the transfer is accepted to by all the Members of the Company in writing,
 - b) where such transfer takes place by a Member to a company of which such Member (or its ultimate beneficial owner) is the sole beneficial owner,
 - c) where such transfer takes place by a Member to a natural person who is its sole ultimate beneficial owner,
 - d) where such transfer takes place by a Member to a natural person who is a direct descendant of that Member or a direct descendant of the ultimate beneficial owner of that Member, or to a company that is solely owned (directly or indirectly) by such direct descendant,

- e) where such transfer takes place by a Member to a spouse or long-term partner of the ultimate beneficial owner of that Member, or to a company that is solely owned (directly or indirectly) by such spouse or long-term partner,
- f) where such transfer takes place by the holders of the Ordinary 'Class A' Shares to a company that is owned, directly or indirectly, by the ultimate beneficial owners of 13i Limited and of N&N Investments Limited, equally between them,
- g) where such transfer takes place by the holders of the Ordinary 'Class B' Shares to a company that is owned, directly or indirectly, by the ultimate beneficial owners of ELKA Investments Limited and of JLMX Investments Limited, equally between them, and/or
- h) to a transfer of shares to employees of the Company and/or its Subsidiaries provided that following such transfer of shares less than ten percent (10%) of the issued share capital of the Company shall be held by employees of the Company and/or its Subsidiaries

Provided however that in the event that the transferee is a company, such shares shall forthwith be re-transferred to the Member if the transferee ceases to be a company of which the Member (or the Member's ultimate beneficial owner/s at the date of the transfer to the transferee, his/her direct descendants, spouse or long term partner) is the sole ultimate beneficial owner or if the transferee shall become or is likely to become bankrupt or insolvent or subject to circumstances which can lead to bankruptcy or insolvency under applicable law

Provided further that in the event that the shares are to be re-transferred to the Member in accordance with the immediately preceding proviso and such Member, being a legal person, has since the date of the transfer of shares to the transferee, either

- (a) become bankrupt or insolvent or is in the process of being bankrupt or insolvent, or
- (b) is at the date when the shares are to be re-transferred to the Member no longer owned by the same ultimate beneficial owners as the date when the shares were transferred to the transferee,

the transferee shall offer such shares to the other Members of the Company at their fair value as determined in accordance with article 19(ii) in a manner so as to preserve, as much as possible, the existing proportions between the other Members, and in the event that the other Members have not purchased all such shares, the provisions of article 19 shall, *mutatis mutandis*, apply

(ii) It shall be a condition for the registration of any such transfer by the Company that (i) the Company be notified of the intention of the Member to make any such transfer at least fourteen (14) days in advance thereof, (ii) that the Member produces evidence to the reasonable satisfaction of the Company and as may be reasonably requested by the Company that the proposed transferee is indeed a company that is solely beneficially owned by such Member or a natural person who is the sole ultimate beneficial owner of such Member, and (iii) that the Member and the transferee give such declarations and undertakings or enter into such deeds or agreements with the Company or do such other acts as may be reasonably requested by the Company (whether before or after the transfer) to give effect to the provisions of this Article 22A

22B All transfers of shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve. The instrument of transfer of any share shall be signed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof

22C The Directors of the Company shall refuse to register any proposed transfer of shares in the Company other than a transfer made pursuant to the provisions of these Articles

TRANSMISSION OF SHARES

23 (i) Upon the death of a Member or the death of an ultimate beneficial owner of a Member (hereinafter the "**Deceased Person**"), the heirs of such Deceased Person (hereinafter referred to as the "**beneficiary**") becoming entitled, directly or indirectly, to any Shares in consequence of the death of such Deceased Person shall, except in the situations referred to hereunder, surrender his/her rights to those Shares and shall offer such Shares to the other Members of the Company at their fair value in a manner so as to preserve the existing proportions between the Members. In this context, "fair value" shall mean value placed on such shares by the Auditors of the Company or, failing this, by an independent auditor appointed by the Board of Directors

(ii) In the event that none of the other Members is willing to purchase the Shares (or any of them) and the Shares have not been acquired by the Company by means of an Extraordinary Resolution passed within seven (7) days following the death of the Deceased Member, the beneficiary shall be entitled to be registered himself/herself, whether directly or indirectly, as the holder of the Shares (or any of them) not purchased by the other Members, or else to surrender his/her rights to those Shares

(iii) In the event that no other Member is willing to purchase the Shares (or any of them), the Company has not passed an Extraordinary Resolution to acquire the Shares, and the beneficiary has surrendered his/her rights to such Shares, the beneficiary shall be entitled to sell the Shares (or any of them) to a third party, provided that the Board of Directors shall have the same right to decline the registration of the Shares to a third party as they would have had in the case of a transfer inter vivos of those Shares

(iv) The Company shall be entitled to acquire the Shares if all the conditions in Article 106 of the Act are satisfied, and in such case the Company shall pay the beneficiary their fair value determined as aforesaid within such time and upon such terms as may be agreed upon with the beneficiary, or in default of an agreement, as may be considered reasonably by the Auditors of the Company

(v) Notwithstanding the provisions of the preceding clauses, in the event that the beneficiary is a direct descendant, spouse or long-term partner of the Member (or the Member's ultimate beneficial owner), such beneficiary shall be entitled to elect to be registered as the holder of the said Shares. In the event that such beneficiary elects to surrender his/her rights to the shares, the provisions of paragraphs (i) to (iv) above shall, *mutate mutandis* apply

CERTIFICATES

24 For 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 holder of Debt Securities of the Company in the number of Debt Securities held, or such other evidence as the Bye-Laws of the Exchange may from time to time determine

REGISTER OF MEMBERS

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

26 Any register referred to in Article 9 shall be available for inspection in accordance with the Act

PLEDGING OF SECURITIES

27 Securities may be pledged by their holder in favour of any person as security for any obligation Provided that no member may pledge any securities held by such Member in the Company unless he/she/it obtains the prior written consent of the other members of the Company

GENERAL MEETINGS

28 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting of the Company and that of the next Annual general meetings shall be held at such time and place as the Directors shall appoint

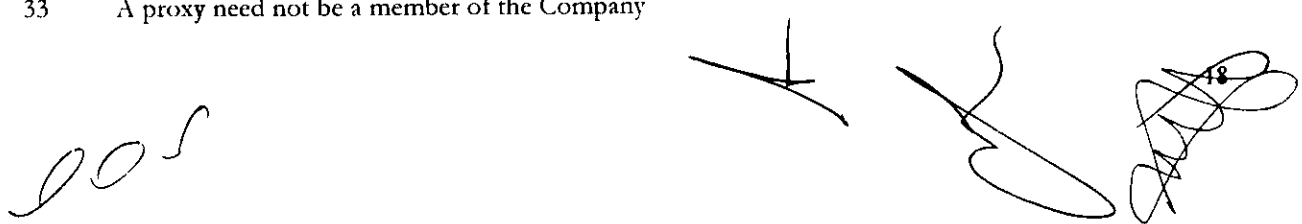
29 All general meetings other than annual general meetings shall be called extraordinary general meetings

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

31 Subject to any rights or restrictions for the time being attached to any class or classes of shares, every Member shall have one (1) vote for each share of which he is the holder, poll votes may be given either personally or by proxy

32 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarial certified copy of that power or authority shall, as far as possible, be deposited at the Office of the Company or at such other place as is specified for the purpose in the notice convening the meeting, not less than twenty-four (24) 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 twenty-four (24) hours before the time appointed for the taking of the a poll, in order to allow time for the verification of the authenticity of the instrument by the Chairman and in default, saving verifiable proof of the authenticity of the instrument satisfactory to the Chairman, the Chairman shall be entitled, in his sole discretion, to refuse the proxy

33 A proxy need not be a member of the Company

The bottom of the page features several handwritten marks. On the left, there are stylized initials 'DS'. In the center, there is a large, sweeping signature. To the right of this, there is another signature, and further right, a circular stamp containing the number '18'.

34 A form of instrument of proxy shall be in the following form or in such similar form as circumstances permit

"I/we _____ of _____ being a Member/Members of the above-named company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the annual/ extraordinary general meeting of the company, to be held on the _____ day of _____ 20____ and at any adjournment thereof

*This form is used in favour of/ against the resolution**

Unless otherwise instructed, the proxy will vote as he sees fit.

**Delete whichever is inapplicable."*

35 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

36 Where a Member specifies in the proxy how his proxy is to vote, the proxy from itself shall constitute the vote, provided that the appointed proxy attends the meeting or adjournment thereof

37 A general meeting may consist of a conference between the members, some or all of whom are in different places, on condition that each member who participates is able (i) to hear each of the other participating members attending the meeting, and (ii) if he so wishes, to address all of the other participating members simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods. A quorum is deemed to be present at such meeting if the conditions outlined in Article 49 are satisfied. A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates. References in this Article 37 to members includes their duly appointed proxies and, in the case of corporate members, their duly authorised representatives

NOTICE OF GENERAL MEETINGS

38 (a) A general meeting of the Company shall be called by giving at the least, fourteen (14) days prior written notice by letter, such letter to also contain the agenda of the meeting. All members entitled to vote are entitled to receive notice

(b) The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business (as specified in Article 40), the general nature of that business. It shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, by the Act and under these Articles, entitled to receive such notices from the Company

(c) A notice calling an annual general meeting shall specify the meeting as such and a notice convening a meeting, *inter alia*, to pass an Extraordinary Resolution shall specify the intention to propose the text of the resolution as an Extraordinary Resolution and the principal purpose thereof

(d) In every notice calling a meeting there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a member and such statement shall comply with the provisions of the Act as to informing members of their right to appoint proxies

39 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat

PROCEEDINGS AT GENERAL MEETINGS

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


41 Except where otherwise specifically required by the Act or by the Memorandum of Association of the Company or by these Articles, questions arising at any general meeting (whether annual or extraordinary) shall be decided by an Ordinary Resolution

42 Decisions on the following matters shall be reserved to the General Meeting (to the exclusion of the Board of Directors) and shall require an Extraordinary Resolution passed at a general meeting of the Company

- (i) Any amendments, alterations, revocations and additions to the Memorandum and Articles of Association of the Company which, in terms of the Act, cannot be affected by means of an ordinary resolution,
- (ii) The increase and the reduction in the authorised share capital of the Company and any Subsidiary,
- (iii) the issue, conversion or redemption of shares, debentures, convertible notes, options or other equity or debt securities of the Company or rights to subscribe for or acquire or to convert or redeem any equity or debt securities of the Company or any other rights or interests in any such securities (whether issued or unissued) and any call for any moneys unpaid on shares,

Provided that, in the case of a fresh issue of shares, such shares are to be offered or issued to the existing Members of the Company who shall be entitled to take them up between them in proportion as nearly as may be to the number of shares held by them in terms of law,

- (iv) Any variations, modifications or abrogation to the rights or restrictions attaching to any of the shares of the Company or a Subsidiary,
- (v) the merger, division or conversion of the Company,
- (vi) The dissolution or winding up of the Company and the appointment of a liquidator,



- (vii) Payment of fees and other remuneration to the Directors,
- (viii) The transfer and/or disposal of any licence, business, and/ or undertaking belonging to the Company or any Subsidiary,
- (ix) A complete change in the nature or scope of the business of the Company

43 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, a Member or Members present in person or by proxy and entitled to vote and holding in the aggregate not less than fifty one percent (51%) of the issued share capital of the Company shall constitute a quorum

44 If within one (1) hour from the time appointed for the meeting a quorum is not present, the meeting 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 Board of Directors may determine. Notice of such adjournment shall be sent to the persons entitled to receive notice of a general meeting. If at the adjourned meeting a quorum is not present within one (1) hour from the time appointed for the meeting the member or members present shall constitute a quorum,

45 The members present at the general meeting shall choose one of their number to be chairman of the meeting

46 The chairman of any meeting at which a quorum is present may, with the consent of such meeting (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. It shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at such meeting

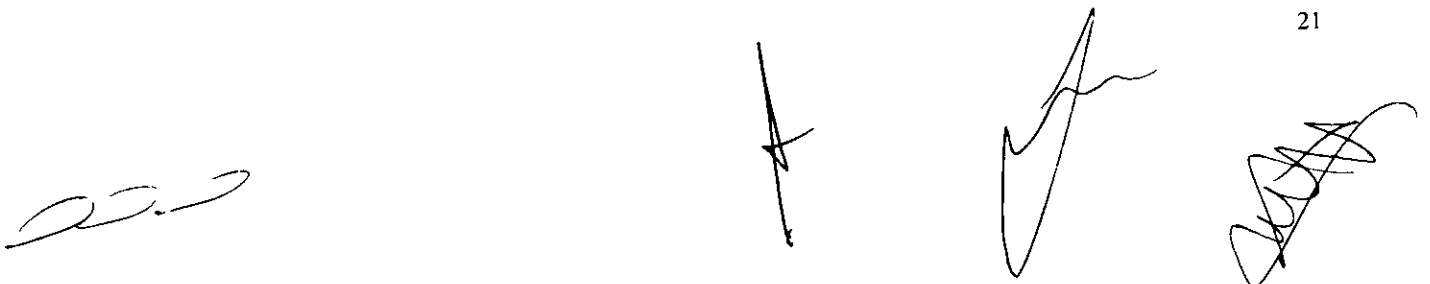
VOTES OF MEMBERS

47 Subject to any special rights or restrictions as to voting attached by or in accordance with the Memorandum and/or Articles to any class of Shares, on any vote, however conducted (whether on a show of hands or on a poll or otherwise), every holder of ordinary shares who is present in person or by proxy, shall have one (1) vote for every ordinary share of which he is the holder

48 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands

49 A declaration by the chairman of the meeting 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

50 A resolution in writing signed by all the Member(s) for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of two or more documents (including a telefax) in like form each signed by one or more of the Members (or their duly authorised representatives)



SEPARATE CLASS MEETINGS

51 The provisions of these Articles relating to general meetings of the Company (including, without prejudice to the generality of the foregoing, those relating to notices, proceedings in general, and votes of members) shall 'mutatis mutandis', so far as applicable, apply to separate meetings of any class or classes of members

POWERS AND DUTIES OF DIRECTORS

52 All Directors of the Company shall be individuals

53 No shareholding qualifications for Directors shall be required

54 The business of the Company shall be managed by the Board of Directors of the Company. The Board of Directors may exercise all such powers of the Company as are not, by the Act or by the Memorandum of Association of the Company or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Act and to such directions or regulations, being not inconsistent with any provisions of these Articles and of the Act, as may be given or prescribed by the Company in general meeting provided that no direction or regulation given or made by the Company in general meeting shall invalidate any prior act of the Board of Directors which would have been valid if such direction or regulation had not been given or made. The general powers conferred upon the Board of Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Board of Directors by any other Article

55 The maximum aggregate emoluments of all Directors in any one (1) financial year, and any increases thereto, shall be such amount as may, from time to time, be determined by the Company in general meeting, and any notice convening the General Meeting during which the proposed aggregate emoluments or an increase in the maximum limit of such aggregate emoluments shall be proposed, shall contain a reference to such fact

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

56 The Directors shall exercise their powers subject to the regulations set out in these Articles, the Act and the rules and regulations of the Exchange or the Listing Authority as may be in force from time to time, if applicable, and subject to such regulations, not inconsistent with the aforementioned, 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

57 The Directors shall be obliged to disclose their interest in a contract, arrangement or proposal with the Company in accordance with article 145 of the Act

58 A Director shall not vote at a meeting of Directors in respect of any contract, arrangement or proposal in which he has a material interest, whether direct or indirect

59 The Directors shall cause minutes to be made in books provided for the purpose -

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

BORROWING POWERS

60 The borrowing powers of the Company shall be unlimited and shall be exercised by the Board of Directors of the Company

APPOINTMENT AND REMOVAL OF DIRECTORS

61 The Directors of the Company shall be appointed in accordance with the Memorandum of Association

62 An election of Directors shall take place every year at the Company's annual general meeting. All Directors shall retire from office once at least in each three (3) years but shall be eligible for re-election

The Company shall give at least fourteen (14) days' notice in writing to the shareholders to submit names for the election of Directors. Notice of 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 Company not less than fourteen (14) days prior to the date of the meeting appointed for such election

63 Unless a specific term of office is stipulated on their appointment, the Directors so appointed shall remain in office until such time as they die or resign or are removed from office in accordance with the Memorandum of Association and these Articles and shall therefore not retire by rotation. Where a term of office is fixed in the letter appointing a Director and unless the term of office is extended, such director shall retire on the expiry of such term

64 Any Director may, by an instrument in writing sent to the Company, appoint

- (i) any other Director, or
- (ii) any other person, in his/her stead as an alternate director to attend and vote in his/her place at any meeting of the Directors at which he/she is not personally present

A written instrument for such purposes shall also include a facsimile transmission. Every such appointment shall be effective and the following provisions shall apply in connection therewith

- (i) every alternate director, while he/she holds office as such, shall be entitled to attend and to exercise all the powers, rights and privileges of his/her appointor at all such meetings at

which his/her appointor is not personally present, including the right to vote at such meetings,

- (ii) every such alternate director shall ipso facto vacate office if and when the Director appointing him/her ceases for any reason to be a Director of the Company or removes the alternate director from office by notice in writing or by e-mail sent to him and to the Company,
- (iii) no alternate director shall be entitled as such to receive any remuneration from the Company. A Director acting as an alternate director for another Director shall be entitled to vote for such other Director as well as on his own account and for the purpose of determining the quorum shall be counted in both his said capacities

65 The office of a Director shall become vacant should s/he become of unsound mind, is convicted of any crime punishable by imprisonment, or declared bankrupt during his term of office

65A Any vacancy among the Directors may be filled by the co-option of another person to fill the vacancy; such co-option is to 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, when an election to appoint a Director to the vacated post shall be held and will be eligible for re-election

PROCEEDINGS OF DIRECTORS

- 66
- (1) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit
 - (2) Meetings of the Directors shall usually take place in Malta or at such other place as the Directors may determine
 - (3) Matters arising at any meeting of Directors shall be decided by a majority of votes of the Directors present and constituting a quorum. In case of an equality of votes, the Chairman shall not have an additional or casting vote
 - (4) A Director may, and the secretary on a written requisition of a Director shall, at any time summon a meeting of the Directors

67 No business may be transacted at a meeting of the Board of Directors unless a quorum of Directors is present. Unless the directors are two, then the quorum necessary for the transaction of business shall be three for so long as the directors are three in number. If the Board is composed of more than three directors, then the quorum shall be two-thirds of the total number of directors. In the event that one or more Directors have a conflict of interest and cannot properly act on a certain matter, then the quorum necessary for a decision on that matter shall be such number of Directors present at that meeting that do not have a conflict of interest

68 Provided that if no quorum is present within half an hour from the time appointed for the meeting, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other later date and at such other time and place as the Directors present shall determine and if, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the Directors present shall constitute a quorum

69 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 seven (7) 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

- (i) by a decision of all Directors entitled to receive notice of and vote at a meeting of the Directors,
- (ii) where a meeting is called by the Chairman as a matter of urgency, provided that the Chairman shall have noted the urgency of the meeting in the notice and the general nature of the urgent business to be discussed

70 A Director may give his consent to waiver of notice by way of fax, electronic mail or any other means of readable communication

71 If at any time the Chairman is not present within thirty (30) minutes of the time appointed for the meeting, the Directors may choose one of their number to chair the meeting

72 The Board of Directors shall, from time to time, appoint one of its number to represent the Company on the boards and at any meeting (general or extraordinary) of other companies in which the Company is a corporate member and such representative shall act in accordance with the instructions given to him by the Board from time to time

73 The Board of Directors shall cause that and as soon as practicable after any Board Meeting certified copies of all minutes and records relating thereto shall be delivered to each of the Directors for their review and for the purpose of approval at the following Board meeting


74 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors

75 A resolution in writing signed by all the Directors for the time being entitled to receive notice of and to vote at a meeting of the Directors (or by their alternate), shall be as valid and effective as if the same had been passed at a meeting of the Directors duly convened and held, and may consist of two or more counterparts (including a telefax) in like form each signed by one or more of the Directors (or their alternate), provided that each and every Director as aforesaid has signed (whether personally or through his alternate) at least one of such counterparts. The said counterparts may be circulated amongst the said Directors (or their alternates) for signature even by telefax

AUDIT COMMITTEE

76 The Company shall appoint an Audit Committee composed entirely of non-Executive Directors and having at least three (3) members, one of whom shall be appointed to chair the Audit Committee. The majority of such members, including the chairman of the Audit Committee, shall be independent of the Company. At least one member of the Audit Committee shall be competent in accounting and/or auditing

77 The Audit committee shall be tasked, in the manner of the terms and reference accorded it by the Board of Directors, to monitor certain activities of the Company in the manner and to the extent required by



the Listing Rules. The Audit Committee shall have the exclusive power of vetting all related party transactions in advance, and its decisions on such vetting shall be final and conclusive. Furthermore, the terms of reference of the Audit Committee shall be reviewed by the Corporate Advisor and the Company shall submit such terms of reference to the Exchange for review.

78 Where for any reason the appointment of a member of the Audit Committee is being terminated, the Company and/or the outgoing member shall

- (i) Immediately give notice to the Exchange of such intended termination together with reasons therefor,
- (ii) Fulfil without delay their responsibilities under the Listing 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 being appointed, and
- (iii) Ensure that the Board of Directors engages the services of another Audit Committee member within three (3) months of such termination.

79 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 Company's Audit Committee mandate as appropriate, where any such information is conducive to securing the best interests of the market and investor protection.

SECRETARY

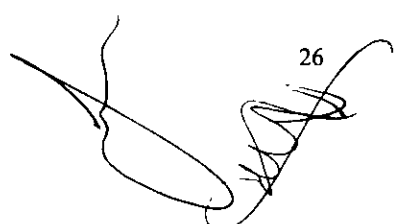
80 Without prejudice to the provisions of the Act regulating the appointment and functions of the company secretary, the appointment or replacement of the Company Secretary and the conditions of holding office shall be determined by the Directors.

81 The Company Secretary shall be responsible for keeping

- (i) the minute book of General Meetings of the Company,
- (ii) the minute book of meetings of the Board of Directors,
- (iii) the Register of Members,
- (iv) the register of debentures, and
- (v) such other registers and records as the Company Secretary may be required to keep by the Board of Directors.

The Company Secretary shall

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



DIVIDENDS AND RESERVES

82 The Company in general meeting may declare dividends in accordance with the terms that may be agreed between the Members, from time to time, but no dividend shall exceed the amount recommended by the Directors

83 The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company and may pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates, whenever such profits, in the opinion of the Board, justifies that course

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

85 Without prejudice to the relevant provisions of the Companies Act, the Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution such sum/s as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Directors may from time to time think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they think prudent not to distribute

86 Subject to *any* rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid but no amount paid or credited as paid on the Shares in advance of calls shall be treated for the purpose of this regulation as paid on the Shares. 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 from a particular date, such Share shall rank for dividend accordingly

87 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 Shares of the Company

88 Any dividend or other monies payable in respect of a Share may be paid by cheque with a warrant sent through the post and directed to the registered address of the holder or, in the case of a share 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 a Share held by joint holders, anyone 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 Share. Every such cheque and warrant shall be sent at the risk of the person entitled to the money represented thereby

89 No dividend shall bear interest against the Company

90 Any amount paid up 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.

ACCOUNTS

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

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

CAPITALISATION OF PROFITS

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

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

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.

NOTICES

94 A notice may be given by the Company to any member either personally or by electronic mail or by sending it by post to him or to his registered address in Malta, or if he has no such registered address in Malta, to the address, if any, supplied by him to the Company to receive notice thereof.

95 Subject to such restrictions affecting the right to receive notice as are for the time being applicable to the holders of any class of shares, notice of every general meeting shall be given in any manner hereinbefore authorised to -

- (i) every member except those members who have not supplied to the Company an address for the giving of notices to them, and
- (ii) the Auditors,
- (iii) the Directors

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

97 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

98 A notice may be given to the joint holders of a Share by giving the notice to the holder of such Share named in the register of Members

99 Any notice required to be given by the Company to all or any of the Members, and not expressly provided for by these Articles, shall be sufficiently given if given by advertisement

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

101 If the postal service 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 entitled to receive such notice

WINDING UP

102 All holders of Shares shall rank *pari passu* upon distribution of assets in a winding up, provided that holders of preference shares of the Company, if any, shall at all times rank prior to the holders of Ordinary Shares upon any distribution of assets in winding up. As between the holders of different issues of preference shares, they shall rank in accordance with the relative terms of issue of those preference shares

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


INDEMNITY

104 Subject to the provisions of the Act, every Director, 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 all costs, charges, expenses, losses or liabilities which he may sustain or incur in defending any proceedings in which judgment is given in his favour or in which he is acquitted

GENERAL

105 All the above Articles are subject to the overriding provisions of the Act and the Malta Stock Exchange Act and Bye-Laws, as 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

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



Alexander Fenech
f/obo **131 LIMITED**

Robert Spiteri
f/obo **N&N INVESTMENTS LTD**

Paul Camilleri
f/obo **ELKA INVESTMENTS LIMITED**

Jean-Pierre Miceli
f/obo **JLMX Investments Limited**