

**MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

**OF**

**BONNICI BROS. PROPERTIES  
P.L.C.**

**MEMORANDUM OF ASSOCIATION  
OF  
BONNICI BROS. PROPERTIES p.l.c.**

---

**1 Name**

The name of the company is Bonnici Bros. Properties p.l.c..

**2 Office**

The registered office of the Company is situated at Bonnici House, Sardine Street, Burmarrad, St. Paul's Bay, SPB 6073, Malta.

**3 Email**

The correspondence email address of the Company is [info@bbp.com.mt](mailto:info@bbp.com.mt).

**4 Nature**

The Company is constituted as a public limited liability company.

**5 Objects**

The objects for which the Company is established are:-

- 5.1 To acquire and dispose of, by any title valid at law, movable or immovable property, whether for commercial or other purposes, and the consideration for any such acquisition or disposal can be by credit or in cash or in kind.
- 5.2 To hold such property and to invest, lease, hire or in any other manner employ, improve, manage or develop any of its assets in such manner as may from time to time be decided upon by the Company.
- 5.3 To subscribe for, acquire, hold, manage, administer, dispose of or otherwise deal with, directly or indirectly, any shares, stocks, debentures, debenture stock, bonds, notes, options, interests in or securities of all kinds of any company, corporation, entity, partnership or other body of persons.
- 5.4 To provide consultancy and logistic services in relation to, and to deal in, all types of construction and development works.
- 5.5 To act as commission agents, representatives, brokers, distributors and dealers in respect of all types of products, merchandise and goods.
- 5.6 To act as agents for other companies and commercial enterprises, including but not limited to acting as brokers, intermediaries, agents and consultants for the obtaining of financing and all other services, facilities and arrangements from banks and financial institutions.
- 5.7 To enter into partnership, or into any arrangements for sharing profits, union of interest, co-operating, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in, or about to engage in or carry on any business or transaction which this Company is authorised to carry on, so as directly or indirectly to benefit this Company, and to lend money, the contracts of, or otherwise assist such person or company and to take or otherwise acquire shares and securities of any such company, and to sell, hold reissue, with or without guarantee, or otherwise deal with the same.

- 5.8 To act as agents, commission agents or brokers for any individual, firm or company.
- 5.9 To borrow and raise money in such amounts and manner and upon such terms and to any limit as the Company shall think fit, subject to the terms of this Memorandum and Articles of Association, and when thought desirable to execute and issue any security of such kind, subject to such conditions, for such amounts, payable in such place and manner and to such persons as the Company shall deem fit, including the power to issue as primary security, or as collateral to any other security, debenture stock (perpetual or otherwise) mortgages, charges, hypothecation, pledge, lien or other security over the whole or any part of its assets present or future (including uncalled capital) as the Company shall deem fit.
- 5.10 To guarantee, even by hypothecating the Company's property, the payment of any monies, or the honouring of any debentures, debenture stocks, charges, obligations, interest, dividends and any other securities issued, granted or entered into, or the performance of any contracts or engagements entered into, by any associated company or any other entity or person, with or to any other company, entity or person, and to give indemnities and guarantees of any kind.
- 5.11 To derive income from anywhere in the world, including but not limited to income which would fall to be allocated to the foreign income account as defined in Article 2 of the Income Tax Act, Chapter 123 of the Laws of Malta.
- 5.12 To carry on any other business which may seem to the company capable of being conveniently carried on in connection with its business and calculated directly or indirectly to enhance the value of the Company's property or rights.
- 5.13 To do all such other things as are incidental or conducive to the attainment of the above objects.

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 authorization under any law in force in Malta without such licence or other appropriate form from the relevant competent authority and the provisions of Article 77(3) of the Companies Act shall apply.

## 6 Capital

The authorised share capital of the Company is five million Euro (€5,000,000) divided into one million two hundred and fifty thousand (1,250,000) Ordinary 'A' Shares, one million two hundred and fifty thousand (1,250,000) Ordinary 'B' Shares, one million two hundred and fifty thousand (1,250,000) Ordinary 'C' Shares and one million two hundred and fifty thousand (1,250,000) Ordinary 'D' Shares, each having a nominal value of €1 each.

The issued share capital of the Company is five million Euro (€5,000,000) divided into one million two hundred and fifty thousand (1,250,000) Ordinary 'A' Shares, one million two hundred and fifty thousand (1,250,000) Ordinary 'B' Shares, one million two hundred and fifty thousand (1,250,000) Ordinary 'C' Shares and one million two hundred and fifty thousand (1,250,000) Ordinary 'D' Shares, each having a nominal value of €1, fully paid up subscribed as follows:

<b>John Bonnici Limited (Registration No: C 38365)</b> Bonnici Hse, Sardine Street, Burmarrad, St. Paul's Bay, Malta	1,250,000 Ordinary 'A' Shares, each having a nominal value of €1, 100% paid up
<b>Mario Bonnici Limited (Registration No: C 38363)</b> Elpideia, Hope Street, Mosta, Malta	1,250,000 Ordinary 'B' Shares, each having a nominal value of €1, 100% paid up

<b>Emanuel Bonnici Limited (Registration No: C 38360)</b> Emmar, Sardine Street, Burmarrad, St. Paul's Bay, Malta	1,250,000 Ordinary 'C' Shares, each having a nominal value of €1, 100% paid up
<b>Benjamin Bonnici Limited (Registration No: C 38361)</b> Casa Valle, Sardine Street, Burmarrad, St. Paul's Bay, Malta	1,250,000 Ordinary 'D' Shares, each having a nominal value of €1, 100% paid up

## 7 Class Rights

- 7.1 The holders of the Ordinary 'A' Shares shall not have the right to appoint any directors to the board. The holders of the Ordinary 'B' Shares, Ordinary 'C' Shares and Ordinary 'D' Shares shall each have the right to appoint two (2) directors to the board.
- 7.2 Other than as set out in this Clause 7, each class of shares shall rank *pari passu* between them and shall have the same rights.

## 8 Directors

The administration and management of the Company shall be vested in a Board of Directors consisting of not less than two and not more than six directors, being individuals. The directors of the Company are:-

Richard Abdilla Castillo (I.D. Card No. 267256M) (appointed by the holders of the Ordinary 'B' Shares)	75, 'Il-Girna' Notabile Road, Birkirkara, Malta
David Bonnici (I.D. Card No. 323383M) (appointed by the holders of the Ordinary 'B' Shares)	4, Triq ix-Xorxa, Mosta, Malta
Gilbert Bonnici (I.D. Card No. 50681M) (appointed by the holders of the Ordinary 'C' Shares)	'The Hills', Flat 2, Triq Fisher, Mgarr, Malta
Jozef Wallace Galea (I.D. Card No. 132270M) (appointed by the holders of the Ordinary 'C' Shares)	'Windrush', Triq Martin Luther King, Fgura, Malta
Alexis Bonnici (I.D. Card No. 40582M) (appointed by the holders of the Ordinary 'D' Shares)	'Casa Valle', Triq is-Sardin, Burmarrad San Pawl il-Bahar, Malta
Alfred Attard (I.D. Card No. 481458M) (appointed by the holders of the Ordinary 'D' Shares)	84, Hacienda, Triq Ghaxqet l-Ghajn, Marsascala, Malta

## 9 Company Secretary

The company secretary is:

Laragh Cassar (I.D. Card No. 455693M)	51, St. Julian's Court, Flat 1, Sacred Heart Avenue, St. Julian's, Malta
---------------------------------------	--

## 10 Legal and Judicial Representation

### 10.1 Judicial Representation

The judicial representation of the Company shall be exercised by any one Director.

### 10.2 Legal Representation

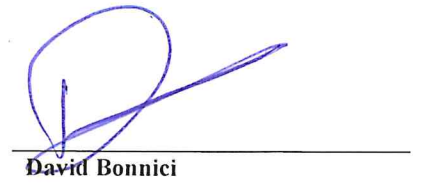
The legal representation of the Company shall be vested in two directors appointed by holders of different classes of Ordinary Shares. In addition, the Board of Directors may from time to time appoint any person or persons to represent the Company in a specific case or cases.





---

Richard-Abdilla Castillo



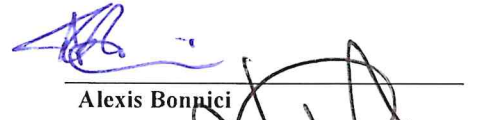
---

David Bonnici



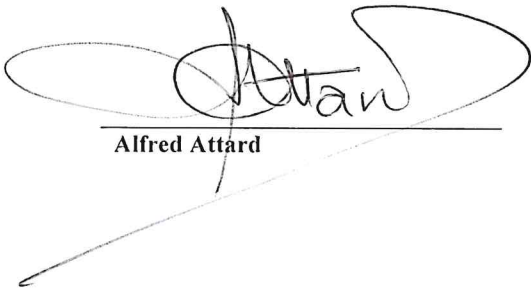
---

Gilbert Bonnici



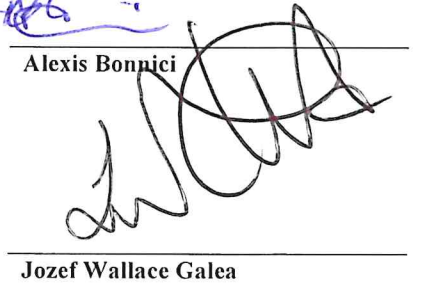
---

Alexis Bonnici



---

Alfred Attard



---

Jozef Wallace Galea

**ARTICLES OF ASSOCIATION  
OF  
BONNICI BROS. PROPERTIES p.l.c.**

---

**1 Preliminary**

1.1 Definitions

- 1.1.1 The “**Company**” shall mean Bonnici Bros. Properties p.l.c..
  - 1.1.2 The “**Act**” shall mean the Companies Act, Cap 386 of the laws of Malta;
  - 1.1.3 The “**First Schedule**” shall mean the First Schedule to the Act;
  - 1.1.4 The “**Capital Markets Rules**” shall mean the rules issued by the Malta Financial Services Authority under the Financial Markets Act, Cap. 345 of the laws of Malta;
  - 1.1.5 A “**Member**” shall mean a person registered by the Company as the holder of Shares other than preference shares.
- 1.2 The Regulations contained in First Schedule shall apply to the Company save so far as they are excluded or varied hereby.

**2 Share Capital and Shares**

- 2.1 Any issue of shares in the Company shall be allotted by an Extraordinary Resolution passed by the members of the Company. The new shares shall first be offered to the existing shareholders in proportion to their respective holdings.
- 2.2 The Company shall not issue shares such that such issue would dilute a substantial interest without prior approval of the shareholders in general meeting.
- 2.3 Nothing shall prevent the Company from acquiring its own shares; provided that no shares so acquired by the Company shall carry any voting rights.
- 2.4 Unless otherwise provided in terms of issue, each share in the Company shall give the right to one vote at the General Meeting of the Company.
- 2.5 Regulation 1 of Part I of the First Schedule shall be read as if the word “extraordinary” were substituted for the word “ordinary”.
- 2.6 Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and balance sheets, and attending general meetings of the Issuer.
- 2.7 Preference shareholders shall also have the right to vote at any general meeting of the Company convened for the purpose:
  - 2.7.1 of reducing the capital of the Company; or
  - 2.7.2 winding up of the Company; or
  - 2.7.3 where the proposition to be submitted directly affects their rights and privileges;or
  - 2.7.4 when the dividend on their shares is in arrears by more than six (6) months.
- 2.8 Unless the Members approve in a general meeting, or as otherwise permitted under the Capital Markets Rules, no Director shall participate in an issue of Shares to employees.

**3 Transfer and Transmission of Shares**

- 3.1 The right to transfer the shares in the Company is restricted in the manner and to the extent prescribed in these Articles of Association, provided that in no case may a part of a share form the object of a transfer.

- 3.2 A share may only be transferred by a member of the Company provided that the undermentioned procedure is followed:-
- 3.2.1 Any member who intends to transfer any shares (herein called **proposing transferor**) shall give notice in writing (herein called **transfer notice**) to the Company that he desires to transfer the same. The transfer notice shall constitute the Company his agent for the sale of the shares and shall not be revocable except with the sanction of the board of directors.
  - 3.2.2 The shares specified in the transfer notice shall be offered by the board of directors at their 'fair value' to all the other members of the Company who shall be invited to state in writing, within thirty days from the date of the offer, whether they are willing to purchase any, and if in the affirmative, what maximum number of shares. At the expiration of the said thirty days, the board of directors shall allocate the said share to/or amongst the member or members who shall have expressed a willingness to purchase as aforesaid, and if more than one, so far as may be in a proportion to the number of shares than held by each of them respectively. Provided that no member of the Company shall be obliged to take more than the maximum number of shares so notified by him as aforesaid.
  - 3.2.3 For the purposes of this article, "**fair value**" shall be; the member's estimated valuation, if considered by the directors to be a fair one, or in the absence of such consent, the term "**fair value**" shall mean the valuation of the immovable property owned by the Company at the time of the proposed share-transfer as would have been approved by all shareholders of the Company in the Company's accounts.
  - 3.2.4 The shareholders shall endeavor to verify that the Company's accounts reflect the market value of the immovable property held by the Company at all times, in order to ensure that any fluctuations in said market value are properly and timely reflected in the Company's accounts.
  - 3.2.5 In the event that not all the shares in the transfer are taken up by the existing members of the Company, the proposing transferor may within three months of being notified of this, transfer the said shares to third parties at a price not less than their value above defined, unless all the other shareholders agree otherwise.
- 3.3 The procedures and restrictions defined in article 3.2 above shall not apply and the shares in question may be freely transferred in the following two cases:-
- 3.3.1 where a member intends to transfer shares to his/her spouse or linear descendants; and
  - 3.3.2 when the proposed transfer of shares is approved in writing by all the other members.
- 3.4 The procedures and restrictions defined in article 3.2 above shall also apply "*mutatis mutandis*" in the case of transmission of shares "*causa mortis*", except in the following two cases:-
- 3.4.1 where shares are being transmitted to the spouse or linear descendants of the deceased member;
  - 3.4.2 where the transmission is approved in writing by all the other members.
- 3.5 Regulations 13 and 14 of Part I of the First Schedule shall not apply to the Company.



#### **4 General Meetings**

- 4.1 Every registered member of the Company and the auditors for the time being of the Company shall be entitled to receive notice of a General Meeting of the Company and to attend at such meeting.
- 4.2 No business shall be transacted at any General Meeting of the Company unless a quorum is present at the time when the meeting proceeds to business. For all intents and purposes the quorum shall consist of one or more members present in person or by proxy, holding in aggregate not less than fifty-one per cent (51%) of the shares having voting rights, in the Company.
- 4.3 Regulation 36 of the Part I of the First Schedule shall not apply to the Company.
- 4.4 Regulation 37 of Part I of the First Schedule shall be read and construed as if the words “meeting shall be dissolved’ are substituted for the words “members present shall be a quorum”.
- 4.5 Votes at all General Meetings shall be taken by means of a poll on the basis of one vote for every share held. Regulation 41 of Part I of the First Schedule shall not apply. Votes may be given either personally or by proxy.
- 4.6 The Company shall design proxy forms in a manner which will allow a shareholder of the Company to indicate how he/she would like his proxy to vote in relation to each resolution.
- 4.7 Whosoever enjoys the usufruct of any share shall be entitled to receive the notice of any shareholders’ meetings, to attend and vote at such meetings and to be otherwise considered as being the registered member in respect of any such share or shares.
- 4.8 Regulation 48 of Part I of the First Schedule shall be read and construed as if the words ‘not less than twenty-four hours’ wherever they occur, were omitted.
- 4.9 An Ordinary Resolution of the Company in General Meetings shall be deemed to have been validly adopted if consented to by a member or members holding in aggregate not less than fifty-one per cent (51%) of the issued shares having voting rights.
- 4.10 An Extraordinary Resolution of the Company shall be a resolution which complies with Article 135 of the Act, namely a resolution which
  - 4.10.1 has been taken at a general meeting of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and
  - 4.10.2 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 per cent in nominal value of the shares represented and entitled to vote at the meeting and at least fifty-one per cent in nominal value of all the shares entitled to vote at the meeting:

PROVIDED THAT if one of the aforesaid majorities is obtained, but not both, another meeting shall be convened within thirty days in accordance with the provisions for the calling of meetings to take a fresh vote on the proposed resolution. At the second meeting the resolution may be passed by a member or members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five percent in nominal value of the shares represented and entitled to vote at the meeting. However, if more than half 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.

#### **5 Directors**

- 5.1 All Directors of the Company shall be individuals.



- 5.2 An election of Directors shall take place every year. All Directors, except a Managing Director, if appointed, shall retire from office every year, but shall be eligible for re-election.
- 5.3 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.
- 5.4 The office of a Director shall become vacant on death or resignation, should he/she become of unsound mind, is convicted of any crime punishable by imprisonment, or declared bankrupt during his/her term of office.
- 5.5 The Company must give at least fourteen (14) days' notice to its shareholders 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 Company not less than fourteen (14) days prior to the date of the meeting appointed for such election.
- 5.6 The quorum necessary for the transaction of the business of the directors shall be two-thirds of the total number of directors. Decisions shall be taken by a majority of the directors.
- 5.7 A resolution in writing signed by the directors of the Company (or by the duly appointed alternates) shall be valid and effective for all purposes at law.
- 5.8 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.
- 5.9 The director shall not be disqualified by his position as director or from entering into any contract or arrangement with the Company provided the director shall disclose to the board any conflict or interest in any contract or arrangement and shall not vote in respect of any contract or arrangement in which he may in any way be interested and may retain for his own use and benefit from all profits and advantages accruing therefrom to him. A director may hold any other places of profit under the Company (other than that of the auditor) on such terms and remunerations as the directors may determine.
- 5.10 Regulations 56 and 59 to 65 inclusive of Part I of the First Schedule shall not apply to the Company and any reference to retirement by rotation shall be disregarded.

## **6 Company Secretary**

- 6.1 The company secretary shall hold office until such time as he resigns or is removed from office by the directors or the shareholders.

## **7 Borrowing Powers**

- 7.1 The borrowing powers of the Company shall be unlimited and shall be exercised by the directors.

## **8 Notice**

- 8.1 Any notice shall be served by ordinary post and shall be deemed to have been served on the day immediately following that on which it was posted and in providing such service it shall be sufficient to prove that the notice was properly addressed and posted. Regulation 81 of Part I of the First Schedule shall not apply to this Company.
- 8.2 Fourteen (14) days' written notice shall be given to shareholders in respect of every shareholders' general meeting, wherein is stated the place, date and hour of the meeting and in case of special business, the general nature of that business.

- 8.3 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.
- 8.4 Seven (7) days' notice shall be given to director in respect of any board meeting.
- 8.5 Any of the above stipulated notice periods may be waived or reduced by the unanimous consent of the members or of the director, as the case may be.

**9 Accounts**

9.1 A printed copy of the profit and loss account and balance sheet including any Directors' report attached thereto, will, at least fourteen (14) days prior to the general meeting of the Company, be available in printed copy at the registered address of the Company and a soft copy published on the Company's website [www.bbp.com.mt](http://www.bbp.com.mt).

**10 Dividends**

10.1 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.


**11 Liquidation**

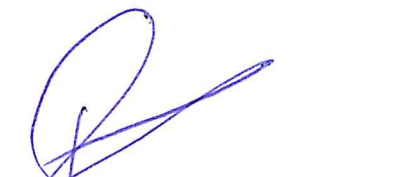
11.1 All holders of ordinary shares shall rank *pari passu* upon any distribution of assets in a winding up. The holders of preference shares of the Company shall at all times rank prior to the holders of ordinary shares upon any distribution of assets in a winding up. As between the holders of different issues of preference shares they shall rank in accordance with the relative terms.

11.2 On the voluntary liquidation of the Company, no commission or fees shall be paid to a liquidator unless it shall have been approved by shareholders. 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.


**12. Alterations**

12.1 Any alterations, deletions, amendments to any of the existing clauses in these Articles of Association shall only be valid and permitted upon the prior written authorisation of the MFSA.

  
Richard Abdilla Castillo

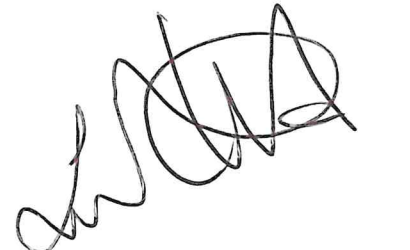
  
David Bonnici

  
Gilbert Bonnici

  
Alexis Bonnici



Alfred Attard



Jozef Wallace Galea