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OF COMPANIES

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AL SADI FINO COMPANY LTD
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- 2 NOV 2020
REGISTRY

RESOLUTION IN WRITING SIGNED BY THE SHAREHOLDER OF THE
COMPANY PURSUANT TO SECTION 210 OF THE COMPANY'S ACT

1995

R 1023901

€50.

Call on Shares

It has hereby been resolved that a call of 80% be made on the existing issued share capital of the company.

Removal of Classes of Shares

To remove all distinctions between different classes of shares and accordingly to re-designate the share capital of the Company as one class, to be called ordinary shares and that each share in the Company shall have the same rights in all respects.

Increase in Issued Share Capital

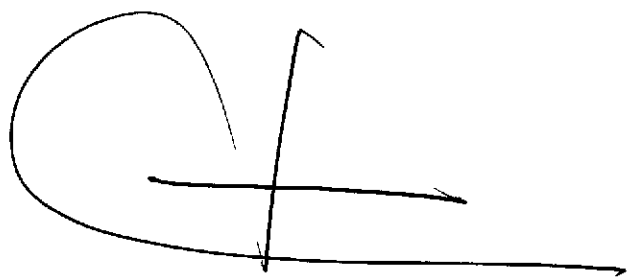
It has been resolved to increase the issued share capital of the company from One thousand Five hundred Euro (€1,500) divided into One thousand Five hundred ordinary shares of €1 each to One hundred thousand-euro (€100,000) divided into One hundred thousand (100,000) Ordinary shares of one euro (€1) each fully (100%) paid up by the allotment to the under-mentioned shareholder of Ninety- Eight thousand Five hundred (98,500) Ordinary shares of one euro (€1) each fully paid up on allotment taken up as follows;

Mr Dino Fino
Maltese ID Card No. 223679M
The Country House
Triq San Gwann
Gharghur
Nationality: Maltese

Change in Name

It has hereby been resolved to change the name of the company to **Dino Fino Operations Limited**

It is further resolved to delete the Memorandum and Articles of Association in their entirety and substitute it by the attached.

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a vertical line and a horizontal line extending to the right.

Mr Dino Fino

Date : 10th October 2020

REGISTRY
RECEIVED
1 2 OCT 2020
OF COMPANIES

COMPANIES ACT, 1995

LIMITED LIABILITY COMPANY

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

DINO FINO OPERATIONS LIMITED

RE-SUBMITTED
- 2 NOV 2020
REGISTRY

RE-SUBMITTED
17 NOV 2020
REGISTRY

MEMORANDUM OF ASSOCIATION

OF

DINO FINO OPERATIONS LIMITED

1. Name

The name of the Company is DINO FINO OPERATIONS LIMITED.

2. Registered Office

The registered office of the Company is DINO FINO HOME + CONTRACT, Msida Valley Road, Birkirkara BKR 9025 Malta or at such other address in Malta as the Board of Directors shall from time to time determine.

3. Objects

The main object of the Company is: -

a) To import, sell, deal and trade in foods and material including household goods, leather goods, upholstery, furnishings and other interior goods. For the purposes of Art. 212(1) of the Companies Act (Cap 386), it is hereby declared that this activity shall constitute the main business of the Company

The objects ancillary to the above are,

b) To import, manufacture, trade and/or sell articles in wood, plastic, aluminium and other materials including but not limited to any kind of fixtures, furniture, and fittings for domestic, commercial and industrial use;

c) To carry on the business of wholesalers and retailers or by any means deal in all other items similar or ancillary thereto and to carry on same whether as principal or agent or otherwise;

d) To carry on business of furniture makers, importers and exporters of furniture fittings, furniture tools, machinery, timber, glues, and all other similar items;

e) To carry out any line of business that the company may deem appropriate;

- f) To purchase, and acquire and to sell and transfer, take on or grant on lease, exchange, any asset and to carry out such amelioration, upgrading or reconstruction work on such assets as may be necessary for the development of the Company;
- g) To sell, manage, improve, process, manufacture, exchange, insure, let on lease or otherwise, mortgage, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company for such consideration as the Company may think fit;
- h) To appoint agents of the Company in any part of the world;
- i) To enter into any arrangements with any governments or authorities, municipal, local or otherwise, in any part of the world, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the Company's objects, or any of them;
- j) To enter into partnership, joint venture or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any person or Company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, and to take or otherwise acquire and hold shares or stock in or securities of any such Company, and to subsidise or otherwise assist any such person or Company;
- k) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or Company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or Company, or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or Company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- l) To lend and advance money or give credit to such persons and on such terms as may seem expedient to the Company, only where necessary and in relation to the business of the Company;
- m) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- n) To receive dividends, capital gains, royalties and similar income, rents, interest, any other income or gains derived from investments (including income or gains on the disposal of

such investments), and profits or gains attributable to a permanent establishment (including a branch);

o) To employ any number of workers for the purposes for which the Company is established and to remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise;

p) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or Company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company;

q) To grant pensions, allowances, gratuities and bonuses to Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the dependents or relatives of such persons;

r) To promote any other company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to subscribe for or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid;

s) To amalgamate with any other Company whose objects are similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this undertaking and / or any such other Company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other Company as aforesaid, or by partnership, or any arrangement of the nature of partnership or in any other manner;

t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;

u) To sell or dispose of the undertaking, property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit;

v) To apply for, register, purchase, or by other means acquire, hold, develop, exploit, protect and renew any patents, patent rights, brevets d'inventions, licenses, secret processes, trademarks, designs, royalties, copyrights, grants, options, protection and concessions and

other exclusive and non-exclusive rights, and to grant licenses or rights in respect thereof, and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

w) To carry out such activities as may be ancillary to the above or as may be necessary or desirable to achieve 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 authorisation under any law in force in Malta without such a licence or other appropriate authorisation from the relevant competent authority and the provisions of Article 77(3) of the Companies Act shall apply.

The foregoing objects shall be construed consistently with and subject to the provisions of the Companies Act, 1995.

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 is a Private and Exempt Company within the meaning of the Companies Act, 1995.

5. Share Capital

The authorised share capital of the company is Six Hundred and Fifty Thousand Euro (€650,000) divided into Six Hundred and Fifty Thousand (650,000) ordinary shares of one Euro (€1) each share.

The issued share capital of the company is One Hundred Thousand Euro (€100,000) divided into One Hundred Thousand Ordinary Shares of one Euro (€1) each, fully paid up.

6. Subscribers

The shareholder of the Company is:

Mr Dino Fino	100,000 Ordinary Shares
Maltese ID Card No. 223679M	100% Paid Up
The Country House	
Triq San Gwann	
Hal Gharghur	
Nationality: Maltese	

7. Directors

The administration and management of the Company's affairs shall be vested in a Board of Directors consisting of not less than one (1) and not more than four (4) directors.

The director of the Company is: -

Mr Dino Fino
Maltese ID Card No. 223679M
The Country House
Triq San Gwann
Hal Gharghur
Nationality: Maltese

8. Company Secretary

The company secretary of the Company is: -

Mr Dino Fino
Maltese ID Card No. 223679M
The Country House
Triq San Gwann
Hal Gharghur
Nationality: Maltese

9. Legal and Judicial Representation

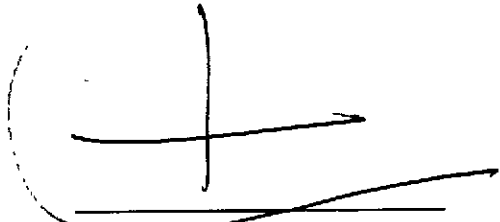
The Legal Representation of the Company shall be vested in any one of the Directors of the Company.

The Judicial Representation of the Company shall be vested in any one of the Directors.

In addition and without prejudice to the aforesaid, the Legal and/or Judicial Representation of the Company shall be vested in such other person or persons as the Board of Directors may, from time to time, unanimously appoint to represent the Company in such specific matters and subject to such conditions and/or limitations as the Board may deem fit.

10. Duration of the Company

The Company is established for an indefinite duration.

A handwritten signature in black ink, consisting of a large, stylized letter 'D' followed by a vertical line and a horizontal line, and a long, sweeping horizontal stroke at the bottom.

Mr Dino Fino

Date 12th October 2020

ARTICLES OF ASSOCIATION
OF
DINO FINO OPERATIONS LIMITED

Definitions

1. In these Articles, unless the context otherwise requires: -
 - a) 'the Act' means the Companies Act, 1995;
 - b) 'the Company' means DINO FINO OPERATIONS LIMITED;
 - c) 'the Schedule' means the First Schedule to the Act;
 - d) 'Relatives' means the spouses and other persons related to any member of the company by consanguinity or affinity in the direct line in any degree, or in the collateral line up to the third degree inclusively;
 - e) other words or expressions appearing in these Articles shall bear the same meaning as in the Act as in force at the date at which these Articles are registered.

Non-Applicability of Part I and Part II of the First Schedule

2. The regulations contained in Part I and Part II of the Schedule shall not apply to the Company except as otherwise expressly provided in these Articles.

Private and Exempt Company

3. The Company is established as a Private Company within the meaning of the Companies Act, 1995 and accordingly: -
 - a) the right to transfer its shares is restricted;
 - b) the number of shareholders of the Company is limited to fifty (50) provided that where two (2) or more persons hold one (1) or more shares in the Company jointly, they shall for the purpose of this regulation be treated as a single member;
 - c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;

4. The Company shall have the status of an Exempt Company and accordingly: -
 - a) the number of persons holding debentures of the Company shall not be more than fifty (50); and
 - b) that no-body corporate is a director of the company, and neither the company nor any of the directors is party to an arrangement whereby the policy of the company is capable of being determined by persons other than the directors, members or debenture holders thereof;

Share Capital and Issue of Shares

5. Without prejudice to any special rights 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 restriction, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by extraordinary resolution determine.
6. The Board of Directors shall not have the authority to issue shares unless the maximum amount to be issued and the terms of the issue have been authorised by an extraordinary resolution of the Company and the Board shall not have the authority to withdraw or restrict the right of pre-emption unless authorised by the said resolution.
7.
 - a) On a fresh issue of Ordinary shares, such shares shall be first offered to the existing members of the Company as closely as possible in the same proportion as the number of shares already held by the 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;
 - b) Any shares not taken up by a members to whom they were first offered shall be then offered to the other members 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.
 - c) Any remaining shares may be then offered to non-members on terms and conditions which shall not be more favourable than the offer made to the existing members.

8. The Company may exercise the power of paying commissions or of making discounts or allowances provided it complies with the requirements of Article 113 and other relevant provisions of the Act. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

9. Where a shareholder is a minor, bankrupt, interdicted or incapacitated, the right of a shareholder in the Company shall vest in and be exercised by his tutor or curator or another legal representative.

10. Where a share is held jointly by several persons, the name of only one (1) such person shall be entered in the register of members. Such person shall be elected by the joint holders or, unless and until such an election is made, be determined by the Board of Directors, and shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the share so held.

11. Every person whose name is entered as a member in the register of members shall be entitled to receive one certificate for all his shares or several certificates each for one or more of his shares upon payment of 20c for every certificate after the first or such less sum as the directors shall from time to time determine. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of 20c or such less sum and on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses of the company on investigating evidence as the directors think fit.

12. Where a share is subject to usufruct the name of the usufructuary shall be entered in the register of members and the usufructuary shall, for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the share so held and accordingly, such usufructuary shall be entitled to attend to and vote at any general meeting of the Company.

13. The Company is authorised to acquire other than by subscription any of its fully paid up shares, subject to all the relevant provisions of the Act.

Calls on Shares

14. The Directors may from time to time, where applicable, make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided no call shall exceed one-fourth (1/4) of the nominal value of the share or be payable at less than one (1) month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen (14) days' prior notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified, the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. If a sum called in respect of a share is not paid before or on the date appointed for payment thereof, and any such called sum shall bear interest in favour of the Company which shall run from the day appointed for payment thereof until the time of actual payment at such rate as the Directors shall determine:

Provided that the Directors shall be entitled to waive payment of such interest, whether in whole or in part.

17. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

19. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate as may be agreed upon between the Directors and the members paying such sum in advance.

Transfer of Shares *Inter Vivos*

20. a) Where any member of the Company would be interested in disposing of his shares, these shares the Company shall be first offered to the existing members of the Company as closely as possible in the same proportion as the number of shares already held by the respectively. The offer shall be made by notice in writing specifying the number of shares offered and the proposed disposal price 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.

b) Any shares not taken up by members to whom they were first offered shall be then offered to the other members 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 proposed disposal of shares.

c) Any remaining shares may be disposed of to non-members on terms and conditions which shall not be more favourable than the offer made to the existing members.

21 The Board of Directors shall not register a transfer of shares unless a proper instrument of transfer (which shall be in writing) has been delivered to the Board and unless the transfer complies with the relevant requirements of Maltese law.

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

Transmission of Shares *Causa Mortis*

23. Shares may be transmitted *causa mortis* only to the relatives of the deceased member. For the purposes of these Articles of Association, "relatives" shall be taken to include all persons related to the deceased member by consanguinity, in any degree in the direct line or up to the second degree in the collateral line.

23. Any person, other than a relative of the deceased member, becoming entitled to any shares in Company as a consequence of the decease of a member, whether through testate or intestate succession, shall not be registered as the holder of the shares but shall be deemed to have surrendered his rights to those shares:

Provided that the Company shall pay such person a compensation for the surrendered shares to be determined by agreement between the person concerned and the Board of Directors or failing such agreement, by the auditors of the Company for the time being.

25. Until such time as shares transmitted *causa mortis* are registered in the name of the relatives or otherwise surrendered in terms of the foregoing articles, the beneficiaries to the shares shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder thereof, except that he shall not be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Valuation of Shares

26. In any *inter vivos* or *causa mortis* transmission of shares, the valuation of such shares, must reflect their fair value taking into consideration the accounting records, the business performance and the goodwill of the Company. Unless otherwise agreed by all the members of the Company and any interested party, the value of the shares shall be determined by a certified auditor in accordance with the provisions of the 'Capital Gains Rules' (LN 102 of 1993 and subsequent amendments) under Chapter 123 of the Laws of Malta.

Forfeiture or Surrender of Shares

27. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as the as any part of the call or installment remains unpaid, require payment of so much of the call or installment as is unpaid, together with any interest which may have accrued, by means of a notice which shall also name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment, at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

28. If the requirements specified in any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect, or otherwise be surrendered in favour of the company by the member to whom the said notice is addressed, if the directors of the company accept such surrender.

29. A forfeited or a surrendered share may be sold or otherwise disposed of on such terms and in manner as the directors think fit, and the company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in of the person to whom the share is sold or disposed of, who shall thereupon be registered as the holder of the share. At any time before a sale or disposition the forfeiture or surrender may be cancelled on such terms as the directors think fit.

30. A person whose shares have been forfeited or who has surrendered his shares to the company shall cease to be a member in respect of the forfeited or surrendered shares, but shall, notwithstanding, remain liable to pay to the company all moneys which, at the date of the forfeiture or surrender, were payable by him to the company in respect of the shares; but his liability shall cease if and when the company shall have received payment in full of all such in respect of the shares.

Conversion of shares into stock

31. The Company may by ordinary resolution convert any paid up shares into stock, and re-convert any stock into paid up shares of any denomination.

32. The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances permit; and the directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

33. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any amount of stock which would not, if existing in share, have conferred that privilege or advantage.

34. Such of the regulations of the Company as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

General Meetings

35. Subject to the provisions of the Act the annual general meetings shall be held at such time and place as the Board of Directors may appoint.

36. The Board of Directors may, whenever they think fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitionist/s, as provided in Article 129 of the Act.

37. A general meeting of the Company shall be called by giving at least fourteen (14) clear days' notice in writing which notice shall be served on every member of the Company. The notice shall specify the place, day and hour of the meeting and the general nature of the business:

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

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

39. No business shall be transacted at any general meeting other than that stated in the notice convening it and unless a quorum of members is present at the time the meeting proceeds to business. The quorum necessary for the transaction of business at general meeting shall be at least one member in person or by proxy holding not less than fifty-one per cent (51%) in nominal value of the issued share capital carrying voting rights.

40. If within half an hour from the time appointed for a meeting a quorum is not present the meeting shall be adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

41. Any decision of the general meeting for which an extraordinary resolution is not required by these Articles or by the Act shall be validly taken if approved by an ordinary resolution.

42. An ordinary resolution of the Company shall be validly passed if approved in a general meeting by a member or members having the right to attend and vote at that meeting and holding in the aggregate at least seventy five per cent (75%) in nominal value of the shares represented and entitled to vote at the meeting.

43. An extraordinary resolution of the Company shall be validly passed if:-

- a) it has been taken at a general meeting of which notice specifying the intention to propose that resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and
- b) it has been passed by a member or number of members having the right to attend and vote at that meeting and holding in the aggregate more than seventy-five per cent (75%) in nominal value of the shares conferring that right.

44. Without prejudice to other provisions contained in the Articles of Association, each of the following matters shall require an extraordinary resolution:

- (a) amendments of the Memorandum and Articles of Association of the Company;
- (b) the authorization of the Board to issue shares or to restrict or withdraw the right of pre-emption,
- (c) the conversion of shares into stock;
- (d) the reduction in share capital;
- (e) the dissolution and winding up of the Company;
- (f) the appointment, removal and fixing of auditors' remuneration;
- (g) the consideration of the annual accounts and the directors' and auditors' reports
- (h) removal of directors

45. A resolution in writing signed by all the members 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. When the matters which require the approval of the annual general meeting in accordance with the relevant provisions of the Act are approved by a resolution in writing signed as aforesaid the Company shall be deemed to have duly convened and held that annual general meeting.

46. Any member entitled to attend and vote at a general meeting of the Company may appoint another person as his proxy to attend and vote instead of him, and a proxy so appointed shall have the same right as that member to speak at the meeting and to demand a poll.

47. The appointment of a proxy shall be in writing and shall be registered at the Company's office before the time for holding the meeting.

Meetings of Classes of Shareholders

48. The regulations applicable to a general meeting of the Company shall, where applicable, apply mutatis mutandis to a separate general meeting of a class of shareholders.

Directors

49. The directors shall be appointed by an ordinary resolution of the Company. Directors shall not be required to retire by rotation. A director shall hold office until such time as he or she dies, tenders his resignation or is removed by the general meeting in accordance with the provisions of these Memorandum and Articles of Association of the Act.

50. The directors shall exercise all their powers as conferred by the Act, but subject to these Memorandum and Articles, to the provisions of the Act, and to such resolutions, not being inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting; but no resolution taken by the Company in meeting shall invalidate any prior

act of the directors which would have been valid if that resolution had not been taken. Within the terms as aforesaid, the Board of Directors shall have, without limitation, the power: -

- a) to borrow or raise money or secure the payment of money and in conjunction with and independently therefrom to charge or hypothecate the property of the Company or any part thereof for any debt, liability or obligation of the Company;
- b) to appoint a Managing Director or a director or directors holding any other executive office or offices from amongst themselves delegating to such director any of the powers exercisable by them upon such terms and conditions as the Board may deem fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw or alter any of such powers. Any such appointment shall be automatically terminated if the person so appointed ceases for any reason to be a director;
- c) to appoint a committee consisting of one or more persons selected from among themselves delegating to it any of their powers. Any such delegation may be made subject to any condition or requirement as the directors may impose and may be made either collaterally with or to the exclusion of their own powers, and the directors may from time to time revoke, withdraw, alter or vary all or any of such powers. Any such committee shall, subject to any of the said conditions or requirements, regulate its own proceedings, in so far as possible in like manner as if its meetings were meetings of the directors;
- d) to appoint any person to be the attorney of the Company for such purpose and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board of Directors under these Articles) as they may deem appropriate and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him;
- e) to do all such other matters on behalf of the Company as are not by these Articles or by the Act required to be exercised by the Company in general meetings.

51. A director shall not be entitled to appoint an alternate director or other attorney to act in his place and/or stead.

52. The directors may meet together for the dispatch of business, and may adjourn and otherwise regulate their meetings, as they deem fit.

53. Meetings of the Board of Directors shall be convened by any director or by the Company Secretary at the request of any director by giving at least seven (7) clear days' notice in writing which notice shall be served on every other director of the Company. The notice shall specify the place, day and hour of the meeting and the general nature of the business. Provided a meeting of the Board shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed to by all directors.

54. The quorum necessary for the transaction of the business of the Board of Directors shall be one (1) director.

55. Questions arising at a meeting of the Board of Directors shall be decided by a majority of votes. Each director shall be entitled to one (1) vote, and no Director shall be entitled a second vote or casting vote.

56. A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the Board of Directors shall be as valid and effective as if it had been passed at a meeting of the Board of Directors duly convened and held.

57. Subject to the provisions of Articles 143, 144 and 145 of the Act, no director shall be by his position as a director from entering into any agreement with the Company, and a director may vote and be taken into account for the purpose of forming a quorum in respect of any contract or arrangement in which he may be in any way interested and may retain for his own use and benefit all profits and advantages accruing therefrom.

58. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of directors the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

Directors' Remuneration

59. No remuneration shall be payable to the directors, including directors holding an office, unless and to the extent approved by an extraordinary resolution. The directors shall, however, be entitled to a re-imbusement of all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or general meetings of the Company or in connection with the business of the Company.

Company Secretary

60. 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 Board of Directors.

61. A. 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.

B. The Company Secretary shall, moreover: -

- i. ensure that proper notices are given of all meetings;
- 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 Reserve

62. Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

63. 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.

64. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums 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,

65. 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.

66. No dividend shall bear interest against the Company.

Accounts

67. Subject to the provisions of article 180 of the Act, the directors shall from time to time determine whether and to what extent and at what times and places and under what conditions regulations the annual accounts and accounting records of the Company or any of them shall be open to the inspection of members not being directors, and no member, not being a director, have any right of inspecting any such account or record or other document of the company except as conferred by law or authorised by the directors or by the company in general meeting.

Capitalisation of profits

68. 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 the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the

proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve may, for the purposes of this regulation, 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.

Notice

69. A notice required to be given by the Company to any person in terms of these regulations or of Act shall be deemed to have been validly given if it is delivered personally to that person or sent to him by post in an envelope addressed to the last known address of that person. A notice sent by post shall be deemed to have been delivered three (3) working days after it is posted in the case of delivery to an address in Malta and ten (10) working days after it is posted in the case of delivery to an address outside Malta.

70. Notice of every general meeting shall be given in the manner hereinbefore authorised to:

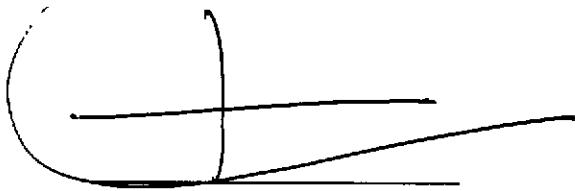
- a) Every registered member except those members who, having no registered address in Malta, have not supplied to the company an address in Malta for the giving of notices to them; and The auditor for the time being of the company.
- b) No other person shall be entitled to receive notices of general meetings.

Indemnity

71. Every managing director, director holding any other executive office or other director, and every agent, auditor or company secretary and in general any officer for the time being of the company shall be indemnified out of the assets of the company against any liability incur by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted.

72. The shareholders of the Company are entitled, with the concurrence of the company, to enter into validly binding shareholders' agreements

73. In the event of any disagreement or tie in votes in either the Board of Directors of the general meeting of the Company (not the separate general meeting of the separate class of shareholders), the members of the Board of Directors of the shareholders of the Company as aforesaid, are authorized and entitled (without being bound) to submit by unanimous vote and resolution the matter to arbitration either chosen by common accord of the Board of Directors of shareholders of the Company, or failing such common accord by the current President of the Malta Arbitration Centre.

A handwritten signature consisting of a large, stylized 'D' followed by a horizontal line and a diagonal stroke.

Mr Dino Fino

Date 12th October 2020

AD

REGISTRATION
12 OCT 2020
REGISTRY

REGISTRATION OF SALES DINO FINO COMPANY LTD

C 81069

DINO FINO HOME + CONTRACT, MSIDA VALLEY ROAD, BIRKIRKARA

RE-SUBMITTED
02 NOV 2020
REGISTRY

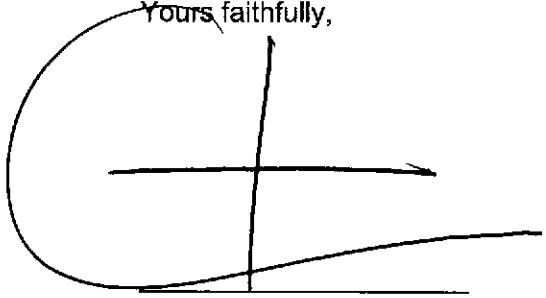
Malta Business Registry
AM Business Centre
Triq il-Labour
Zejtun

RE-SUBMITTED
17 NOV 2020
REGISTRY

Dear Sir,

In accordance with Section 213(8) to the Companies Act (Chapter 368) I hereby declare that the company is effectively in compliance with the provisions of Section 211 of the Companies Act (Chapter 386).

Yours faithfully,



Mr Dino Fino
Director