

Registry of Companies

Limited Liability Company

Memorandum and Articles of Association

of

LOVE STUDY (MALTA) LIMITED

Registration No. C 85308

Registered on the 12th day of MARCH 2018

Company No.C 85308.....

REGISTRY OF COMPANIES

MALTA FINANCIAL SERVICES AUTHORITY

MALTA

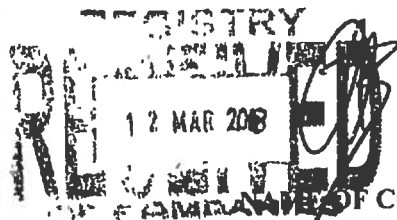
I certify that the following and attached is a true copy of a document/s filed and registered in terms of the provisions of the Companies Act, 1995.

M Schembri

MARIA SCHEMBRI

.....
f/Registrar

This2nd..... day ofApril..... 2018...



MEMORANDUM OF ASSOCIATION
OF
LOVE STUDY (MALTA) LIMITED

C 85 308/1

JM

12 MAR 2018

1. The name of the company is LOVE STUDY (MALTA) LIMITED.

PRIVATE COMPANY

2. The company is a private company, and the regulations contained in the First Schedule of the Companies Act, 1995, shall apply to the Company save so far as they are excluded or varied hereby

REGISTERED OFFICE

3. The registered office of the company shall be situated at Balzan Business centre, Triq L'Gherusja, Balzan BZN 1120, Malta or at any other address as may be determined by the Board of Directors from time to time

OBJECTS

4. The main object is to provide student consultancy and services, and to act as an educational and academic agency in the search and selection of universities, colleges, institutes, and academies, certified, qualified and technical, schools; Assist students and academic institutions with any other services related thereto,

The other objects for which the company is established are the following

- a. to act as consultants and give consultancy services, and advisory services relative and incidental to its business;
- b. to carry on the business to own, establish, acquire, run, operate, manage, maintain, develop, promote, administer, advertise, either on its own or through 3rd party agents or franchisee fully equipped schools, colleges, educational institutes, universities including deemed or autonomous universities, to promote and disseminate knowledge, create awareness and provide a common forum of interaction amongst academicians, professionals and government agencies, and or students while establishing effective co-ordination.
- c. to organise training courses and special programmes to impart training, education in all disciplines, in-house, online, distance, correspondence courses, coaching classes for any stream, any level, any profession, courses for any subject, certified or recognised courses.

to contract and sub-contract, enter into any agreement or make any arrangement for sharing profits, commissions, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any of the business or transactions which this company is authorised to carry on or engage in or which may be deemed directly or indirectly to be of benefit to the company,
- d. to apply for, purchase or otherwise acquire any patents, license/s or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company, and to grant rights thereon;

acquired by the company for use within the objects of the company, or for services rendered to the company:

- n. To render services for all types of human resources and manpower requirements and consultancy including to employ, provide, arrange, hire, recruit, select, interview, guide, train, groom, develop all types of human resources and manpower, whether skilled or un-skilled, required by the Company or other persons, firms, companies, body corporate, industries and organizations and to pay or, as may be found fit, expedient, necessary or desirable, provide or arrange for payment to any or all of them, of such remuneration, salary, commission, incentives, ex-gratia or lump sum payment, as a token or in consideration of services rendered, and to provide all kinds of human resources and manpower consultancy services thereof
- o. to enter into any agreement for profit-sharing, union of interest, joint venture, reciprocal concessions or the like with any person, body, firm, company, enterprise, corporation or other bodies corporate or incorporate in Malta or abroad, carrying on or engaged in or about to carry on or engaged in any business or transaction which the company by its objects is authorised to carry on or engaged in or any business or transaction within the company's objects and capable of being conducted so or directly or indirectly to benefit the company;
- p. to amalgamate with any other company whose objects are similar to those of this company, whether by sale or purchase (for full or partly paid-up shares or otherwise) of the undertaking or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares of this or any such other company as aforesaid, or by partnership or any other agreement as the company may deem fit,
- q. to do all such things and acts which may be identical, ancillary, consequential or conducive to the attainment of all or any of the above objects

It is expressly declared that each paragraph of this clause shall be construed independently of the other paragraphs hereof and accordingly shall in no case be limited by reference to any other paragraph.

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.

LIMITED LIABILITY

- 5 The liability of the shareholders is limited in the case of each member to the amount unpaid, if any, on the share or shares in the company.

SHARE CAPITAL

- 6 Authorised

The authorised share capital of the company is Euro €1,200 divided in ten thousand (10,000) ordinary shares of Euro €0.12 each

**ARTICLES OF ASSOCIATION
OF
LOVE STUDY (MALTA) LIMITED**

PRELIMINARY

- 1 The regulations contained in Part 1 of the First Schedule to the Companies Act, 1995, (hereinafter referred to as "The Act") shall apply to the company save in so far as they excluded or varied hereby
2. The Company is a Private Exempt Company and accordingly: (a) the number of persons holding debentures of the Company is not more than fifty; and, (b) 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; and this without prejudice to the provisions contained in Section 211 of the Companies Act

The following conditions shall apply to the Company:-

- (a) the right to transfer shares is restricted and regulated in the manner hereinafter prescribed.
- (b) the number of members of the Company is limited to not more than fifty (50) provided that where two or more persons hold one or more shares in the Company jointly shall for the purpose of this regulation be treated as a single member.
- (c) an invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL AND SHARES

3. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions, whether in regard to voting, dividend, return of capital or otherwise as the company may determine from time to time by means of an extraordinary resolution carried in accordance with these articles.
4. The issue of any unissued ordinary share capital of the company shall be at the discretion of the shareholders in general meeting provided however that these shares shall be first offered to the then existing shareholders who shall be entitled to subscribe thereafter on a pro-rata basis. In the event of any shareholder not taking up his entitlement, the remaining shares shall be offered to the other shareholders who shall be entitled to acquire them pro-rata to their respective holdings and, only where no existing shareholders wish to acquire these shares, shall they be offered to third parties.
- 5 Preference shares issued by the company shall be non-voting, but they shall have the right to a fixed preferential annual dividend not in excess of eight per cent (8%) per annum on the nominal value thereof, as determined by the Board of Director on issue of the preference shares. On dissolution of the company, preference shares are only entitled to the nominal value of the shares, but no distribution shall be made to the ordinary shareholders before the rights of preference shareholders have been fully satisfied as aforesaid.

in the Company of the same category as those which are to be transferred, stating the number and the fair value of the shares, and shall therein invite each such holder of shares to give notice in writing within thirty (30) days whether he is willing to purchase any, and if so, what maximum number of the said shares:


- e. At the expiration of the said thirty (30) days, the Board shall allocate the said shares to or amongst the holders of Shares in the Company who shall have expressed their willingness to purchase in proportion to their holding of such Shares in the Company:
 - f. The transferring member shall complete and execute transfers of the said shares in accordance with the allocation by the Board, in exchange for the consideration determined as above, and shall surrender to the Board his share certificate:
 - g. If, within one month after receipt of the transfer notice referred to in paragraph 9(a) hereof, the Board shall be unable to find a purchaser for all or any of the shares which the transferring member wishes to transfer amongst the holders of Shares in the Company, the Board shall notify the transferring member accordingly. The transferring member may then transfer the shares for which a purchaser has not been found from amongst the existing members to any person even though such person is not a member of the company; provided that the transfer takes place at not less than the fair value of the shares established in the manner described in paragraph 9(c) hereof. A sale to third parties shall take place not later than three months from notification be the Directors as aforesaid
11. No part of a share may form the object of a transfer or transmission.
12. Shares may be freely transmitted "causa mortis" only in the following cases:
- a. in favour of any other shareholder,
 - b. in favour of the surviving spouse;
 - c. in favour of any descendent in the direct line of the deceased shareholder;
 - d. where the deceased is the spouse of a shareholder and the shares formed part of the Community of Acquests between whose spouse has died.
13. Other transmissions of shares "causa mortis" shall be regulated as follows:
- a. where a person becomes entitled to share in consequences of the death of a shareholder he shall, by notice be deemed for all intents and purposed as appointed the board agent for the sale at a fair value of the said shares
 - b. the provision of paragraphs (b) to (g) of Articles 9 shall apply to such transmissions of shares "causa mortis" as if the person entitled to shares in consequence of the death of a shareholder is a member who intends to transfer shares "inter vivos".
14. Where shares are subject to usufruct, Article 12 shall only apply if both usufructuary and the bare owner are beneficiaries within the terms of the said article
15. Where there is usufruct, the right to attend and vote at general meetings shall vest solely in the usufructuary.
16. Shares subject to a transmission "causa mortis" shall not have the right to vote until they are registered in the name of other shareholders, or of the beneficiaries, and during such time they shall not be taken into

BORROWING POWERS

24. The borrowing powers of the company shall be unlimited, and shall be exercised by the Board of Directors

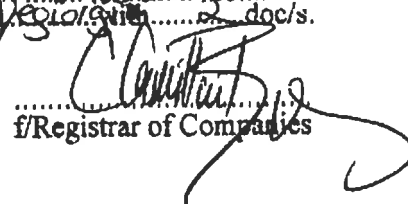
DIRECTORS

25. A director may with the approval of the company given at a general meeting carry on work or business similar to the company's on his own account.
26. The quorum will be vested in sole director
27. Regulations 57, 58, 60, 61 and 73 of Part 1 of the First Schedule shall not apply to the company. All references in Part 1 of the First Schedule to retirement by rotation shall be disregarded



Paul Degiorgio
ID 143200 L
On behalf of Fortress Alliance Group Limited

FILED 12th March 2018
filed by Paul Degiorgio 2 doc/s.


f/Registrar of Companies