

AMENDMENT

Vision Media Services N.V.

Upon this twenty-fifth day of June of the year two thousand and thirteen, —
appeared before me Henri Theodoor Marie Burgers, a civil law notary, —
officiating in Curaçao: —

Miss Mandy Ann Berends, a junior notary, residing in Curaçao, with —
office address at 52, Neptunusweg, born in Curaçao on December 6, —
1979. —

The appearer declared that in their meeting held on June 25th, 2013 the —
shareholders of the limited liability company **Vision Media Services N.V.**, —
established in Curaçao, with its office address at E-Commerce Park —
Vredenberg, registered at the commercial register in Curaçao under number
102765, have resolved to change the articles of incorporation of said —
company in the way as stated hereinafter, and in which meeting the —
appearer was authorized to execute said resolution. —
Said resolution appears from a copy of the minutes that will be attached to —
this deed. —

The appearer, acting as aforesaid, declared to change the articles of —
incorporation of **Vision Media Services N.V.** in such a way that they will —
read as follows: —

Name and Registered Office —

Article 1 —

1. The company bears the name: "**Vision Media Services N.V.**" and is —
established in Curaçao. In foreign trade the company may use instead of
the abbreviation "N.V." in French the abbreviation "S.A." and in English —
the abbreviation "Inc." —
2. The registered office of the company is located in Curaçao. —
3. The company has been incorporated for an indefinite period of time. —

Object —

Article 2 —

1. The object of the company is: —
 - a. to organise, market, promote, manage and operate all types of —
remote gaming activities and sports betting activities, comprising all —
types of games, betting transactions, the operation of betting —
exchanges, interactive casinos, bingos, lotteries and other interactive
games and to carry out any activities ancillary thereto by offering —
goods or services to persons who participate in licensed online —
gaming; —
 - b. to act as buyers, sellers either by wholesale or retail or —
correspondence, promoters, importers, exporters, bailees, —
commission merchants and commission agents and brokers in —

- respect of all types of plant, machinery, equipment, merchandise, goods, products and raw materials without restriction as to type or volume, and whether for immediate or future delivery, and whether on a cash or margin basis, in particular software and hardware required in the electronic gaming business;
- c. to purchase or otherwise acquire and import equipment required by the company in order to carry out its objects.
 2. The company is entitled to enter into a corporate agreement (in Dutch "*vennootschappelijke overeenkomst*") as meant in article 2:127 of the Civil Code, and to do all that may be useful or necessary for the attainment of its object or that is connected therewith in the widest sense, including participating in any other venture or company.
 3. The business of the company shall exclusively be conducted in an economic zone as expressed in the National Ordinance dated the twelfth day of February two thousand and one (P.B. 2001, number 18).

DURATION

Article 3

The company shall be constituted for an indefinite period of time.

SHARES AND NOMINAL CAPITAL

Article 4

1. The company is a legal entity with one or more voting shares A and one or more non-voting shares B, each with a nominal value of One United States Dollar (US\$ 1,--).
The words "shares" and "shareholders" in these articles refer to both class of shares and to the holders of both classes of shares, unless explicitly stated otherwise.
2. Fractional shares may be issued.
3. Nominal capital of the company shall mean the sum of the nominal value of the shares issued.
4. The company cannot issue bearer certificates of indebtedness.

ISSUE OF SHARES / PREFERENTIAL RIGHT

Article 5

1. The General Management of the company shall be competent to resolve to issue new shares.
2. The General Management shall also determine the consideration and further conditions of issue, with due observance of the law and these articles. The acquirer of a share shall be bound to pay the consideration as determined in the resolution to issue. If calls on shares are paid in a non-monetary form, the deed of issue shall state the value of the call paid in an amount. The value of the consideration shall be at least the nominal amount of the share to be issued.
3. The resolution to issue may stipulate that the consideration, or any part thereof, shall not be due and payable until after the lapse of a certain period of time. Insofar as the company's demand for payment of the consideration is not unconditionally due and payable before one year from the issue of the share having elapsed, such demand shall not be

reckoned with when calculating the company's equity capital as referred to in the Act, and when determining the value of the consideration referred to in paragraph 1 of this article.

4. The shares shall be issued by means of a deed signed by the company and the acquirer.
The newly issued shares shall be put to the name of the acquirer.
5. The Executive Management of the company shall be bound to keep the deed referred to in the preceding paragraph during ten years.
6. The General Management of the company shall decide if certain or all shareholders at the issue of certain or all shares shall have a preferential right in the proportion thereby to be stipulated.
7. The preferential right shall not be separately transferable.
The announcement of the preferential right shall take place in the corresponding manner as laid down for convening the general meeting of shareholders. The preferential right may be exercised during at least two weeks from it having been announced.

DUTY TO PAY ADDITIONAL CALLS ON SHARES / LIABILITY

Article 6

1. By duty to pay additional calls ("*bijstortingsplicht*") shall be understood:— any obligation to pay a call on a share issued, not immediately and unconditionally due and payable.
2. The holder of a share cannot be exempted from a duty resting on him to pay additional calls and from his obligations pursuant to article 5.
3. In the event of the alienation of a share, the alienator shall remain liable in several, next to the acquirer, for another year in respect of the duty to pay additional calls and the obligations issuing from article 5.
4. With respect to an obligation to pay a call or additional calls on a share, the company's opposite party may never claim a setoff.

TREASURY SHARES

Article 7

1. The company may not subscribe for its own shares.
2. The company may acquire for its own account, for valuable consideration, fully paid shares in its capital, provided at least one participating share shall remain outstanding with others than the company itself.
3. The authority to acquire the shares referred to in the preceding paragraph shall rest with the General Management.
4. Payment of the purchase price cannot be made if the company's equity would become less than the nominal capital.
5. So long as the company holds treasury shares, be this directly or indirectly, the rights attaching thereto shall not be capable of being exercised.
6. The General Management shall have the authority to resolve to cancel the shares held by the company in its own capital.

KINDS OF SHARES, SHARE CERTIFICATES AND SHAREHOLDERS' REGISTER

Article 8

1. A share shall be put to the shareholder's name.
2. Share certificates may be issued for the shares at the shareholder's request. The value of the call paid and any obligation to pay additional calls shall be stated on such certificate. The subsequent bona fide acquirer cannot be met with the objection that the statement thus made by the company on the certificate concerning the payment of a call or the obligation to pay additional calls, is incorrect or incomplete.
3. All expenses relating to the issue of share certificates shall be charged to the shareholder concerned.
4. At a shareholder's request, share certificates may be issued for several shares jointly. The holder of such a share certificate at any time may demand its conversion into a share certificate representing a different number of shares. The provision of paragraph 2 of this article shall apply analogously.
5. Share certificates shall be signed by a managing director or by a person appointed for that purpose by the Executive Management.
6. At the discretion of the Executive Management each share certificate may be provided with a set of dividend coupons and a talon entitling the holder to obtain a new set of dividend coupons.
7. The dividend coupons and the talon shall bear the same serial number as the share certificate to which they belong. If dividend coupons have been issued, payment of dividends shall be made against surrender of a dividend coupon, which shall serve as a full discharge in connection with the payment made by the company.

Article 9

1. If a person has proved to the satisfaction of the Executive Management that a share certificate, dividend coupon or talon belonging to him has been lost or mislaid, a duplicate of such document may be issued at the request of such person or the rightful claimant(s) to his property, subject to such terms and guarantees as shall be determined by the Executive Management.
2. The issue of new share certificates, dividend coupons or talons, which shall contain an endorsement to the effect that they are duplicates, shall render the originals null and void.
3. Damaged share certificates, dividend coupons or talons may be replaced by new ones by the Executive Management.
4. The damaged share certificates, dividend coupons or talons thus surrendered shall be cancelled by the Executive Management immediately.
5. All expenses related to the issue of duplicates or new documents shall be charged to the applicant and shall be paid by him in advance, if so required.

Article 10

1. The Executive Management shall keep a register in which shall be entered the names and addresses of all the holders of shares, with

statement of the class of share, the voting right attaching thereto, the amount paid up or stated as call paid thereon, any obligation to pay additional calls, the day of acquisition and whether or not a share certificate has been issued. A note shall also be made of the establishment or assignment of a usufruct on the shares and the creation of a pledge on the shares, as also a transfer of the voting right connected therewith.

2. The register shall be kept up to date on a regular basis. In case of any change, the day on which same took place shall be stated.
3. Each shareholder shall be entitled to inspect the register insofar as relating to the shares held by him. Those having a usufruct or pledge on shares shall also be entitled to inspect the register insofar as relating to their right.
4. Each shareholder, usufructuary and pledgee shall be bound to see to it that his address be known to the company.
5. The Executive Management shall deposit the register at the company's office for inspection by the shareholders, the usufructuaries and pledgees.

TRANSFER OF SHARES

Article 11

1. The company's shares shall be transferable.
2. The transfer of shares shall be effected by means of a deed of transfer signed by the parties and either the serving of such deed on the company or the acknowledgement of the transfer by the company. The acknowledgement shall take place by means of a signed annotation on the deed of transfer or a written declaration of the company addressed to the acquirer. If shares are involved on which there is a duty to pay additional calls, then the acknowledgement can take place only if the deed of transfer bears a fixed date.
3. If a share certificate has been issued by the company, such document, provided with an endorsement for transfer, signed by the parties, may constitute the deed of transfer. In such case the acknowledgement or serving can take place only following the surrender of the share certificate issued, this without prejudice to the right of the successive holder to receive a share certificate issued to his name in accordance with article 8 paragraph 2.
4. There shall be an exception to this last mentioned provision if the alienator proves to the satisfaction of the company that his share certificate has been lost. The alienator invoking this provision shall be liable as against the company and third parties for any damage to be suffered in consequence hereof.
5. The transfer and the day thereof shall be entered in the register referred to in article 10.

USUFRUCT AND PLEDGE ON SHARES

Article 12

1. Unless otherwise provided when establishing the usufruct, the voting right and other controlling rights shall belong to the shareholder.
2. A pledge may be established on the shares. No voting right may be granted to the pledgee.

SHARES IN A COMMUNITY OF PROPERTY

Article 13

1. If shares or limited rights thereto should belong to a community, the joint owners may cause themselves to be represented as against the company only by one person to be designated by them in writing.
2. Article 11 shall apply also in the event of an apportionment of shares from a community.

GENERAL MANAGEMENT AND EXECUTIVE MANAGEMENT

Article 14

1. The Company shall be managed by a Management which has allocated its management duties between a General Management and an Executive Management.
2. The General Management shall consist of one or more members, such number to be determined by the Private Foundation incorporated on Curacao: Triangle Private Foundation (hereinafter: Triangle). The members of the General Management shall be appointed by the General Meeting of shareholders, from a binding list of one or more persons provided by Triangle, and may at any time be suspended or removed from office by said meeting. Votes in respect of persons who have not been so nominated shall be invalid.
If the General Management consists of more than one member, the General Management shall appoint from among its members a Chairman.
One or more members of the General Management may also be members of the Executive Management, provided they constitute a minority in the General Management and jointly may cast less votes in the General Management than other members of the General Management jointly.
3. The list of nominees shall be deposited for inspection by shareholders at the office of the Company, as from the date the notice convening the general meeting at which the appointments are to be made is served until the close of that meeting. If a binding list of nominees has not been drawn up or has not been drawn up in time, it will be stated in the notification, then the general meeting shall be free to appoint.
4. The list of nominees referred to in paragraph 2 of this article may be deprived of its binding character by a resolution adopted at a general meeting by a simple majority of the votes cast, representing at least one third of the issued share capital. In that event a new binding list shall be submitted to a subsequent general meeting, with due observance of the provisions of the preceding paragraphs of this article. Should such a second list also be deprived of its binding character in the manner

provided for in the first sentence, the general meeting shall be free to appoint.

If a simple majority of the votes cast is in favour of the resolution to deprive the list of nominees referred to in paragraph 2 of this article of its binding character, but such majority does not represent at least one third of the issued share capital, a new meeting may be convened at which the resolution may be passed by a simple majority of the votes cast, regardless of the portion of the issued share capital that this majority represents. In the event that at such meeting the resolution to deprive the list of nominees referred to in paragraph 2 of this article of its binding character is adopted, the provisions in the second and third sentences of this paragraph shall apply accordingly.

5. The Executive Management shall consist of one or more members, such number to be determined by the General Management. If the Executive Management consists of more than one member, the Executive Management shall appoint from among its members a chairman with the title Chief Executive Officer.

The executive directors shall be appointed by the General Management and the executive managing directors may be suspended and removed from office by the General Management at any time with due observance of the following provisions of this Article.

6. The Executive Management is charged with the management and administration of the Company insofar as this relates to the daily course of business. Where there is doubt as to whether a matter forms part of the daily course of business, the General Management shall decide whether this is the case.
7. If, in case of suspension of an executive director by the General Management, the General Management has not resolved to his dismissal two months thereafter, such suspension shall terminate. A resolution to suspend or to remove an executive director from office otherwise than upon his own request can only be taken by the General Management with an absolute majority of the votes cast.
8. The General Management shall determine the remuneration and further conditions of employment of the executive directors and other key executives of the Company; it shall be at the discretion of the General Management to decide which officers must be regarded as key executives.
9. In case of prevention or absence of all executive directors the General Management shall be temporarily charged with the management of the daily course of business and administration of the Company without prejudice to its authority to designate from or without its midst one or more executive directors for the time being.
10. Without prejudice to the other provisions of these Articles of Association, the General Management shall draw up by-laws, containing further rules on the manner of passing resolutions within the General Management, the division of the duties of office and other matters concerning the

General Management internally. Such by-laws may also regulate matters concerning the Executive Management.

11. The General Meeting of Shareholders may award a remuneration to the members of the General Management or to one or more of them; their expenses shall be reimbursed.

DUTIES OF THE MANAGEMENT

Article 15

1. The General Management shall decide on matters which go beyond the daily course of business of the Company and supervise the Executive Management and the general course of business of the Company and its affiliates. The General Management shall advise the Executive Management.
2. The Executive Management shall in good time provide the General Management and its individual members with the information it requires for the performance of its duties or which the person involved requires for that purpose.
3. The Executive Management shall exercise its powers as such in accordance with the directives issued and resolutions adopted by the General Management with respect to the policy to be followed.
4. The General Management may determine that one or several of its members shall have access to all premises used by the Company shall be entitled to inspect all books, correspondence and other documents.
5. In the discharge of its duties the General Management may have itself assisted at the Company's cost and expense by one or several experts, who shall have the right to inspect all books and records of the Company.

MEETINGS OF THE GENERAL MANAGEMENT AND EXECUTIVE MANAGEMENT

Article 16

1. The General Management shall meet whenever the Chairman or two or more members of the General Management shall deem necessary.
2. The meetings of the General Management shall be attended by the executive directors, unless the General Management expresses the wish to meet without the presence of the executive directors.
3. The General Management shall adopt resolutions with an absolute majority of votes. If the votes are equal, the Chairman of the Meeting shall have a casting vote.
4. Without prejudice to what has been provided hereinafter in this paragraph and without prejudice to the provisions set forth in the following paragraph, no resolutions may be adopted at the meetings of the General Management, if the majority of its members is not present or represented.
5. Each member of the General Management may cause himself to be represented at any meeting of the General Management by another member of the General Management as proxy designated in writing, by e-mail, by telecopier, by telegram or by telex.

6. Each member of the General Management may take part in any meeting of the General Management by telephone, provided always that that member can at all times hear all the other persons taking part in that meeting and that that member is heard by them. Such member of the General Management shall in all cases be deemed to be present at such meeting, and he may cast votes and may for the rest also take part in that meeting as if he were personally present at such meeting. The General Management can meet by telephone, provided always that all the persons who take part in such a meeting shall at all times hear the other persons taking part in that meeting and that those persons are heard by them.
7. The General Management may also adopt resolutions without a meeting, provided this shall be done in writing, by e-mail, by telegram or by telefax and provided more than one half of the members have voted in favour of the resolution and no member has made objections against this manner of decision making. An annotation of any business so transacted shall be made in the book of minutes of the meetings of the General Management.
8. The provisions of this Article apply as much as possible to meetings of the Executive Management.

REPRESENTATION

Article 17

1. The Executive Management shall represent the Company. The authority to represent the Company shall vest in every Executive Director individually. Neither the general management nor a general managing director is authorized to represent the Company.
2. The Executive Management shall require the authorization or approval of the General Management for all such executive decisions as the General Management shall specifically determine in its resolution for that purpose.
2. Where there is a conflict of interest between the Company and an Executive Director of the Company this director is under the obligation to inform the general meeting about the conflicting interests in order to enable the general meeting to designate a person (who may be the Executive Director concerned) to represent the Company with regard to the intended action.

Article 18

1. Every managing director shall be bound as against the company to properly perform the duties falling within the scope of his work.
2. All management tasks not assigned to one or several other managing directors in or pursuant to these articles shall pertain to the scope of work of a managing director.
3. Nevertheless every managing director shall bear responsibility for the general course of affairs and shall be bound to contribute to the extent possible towards averting the consequences of any damage-causing act, even if the matter does not fall within the scope of his work. The

managing directors to whom certain tasks have been assigned pursuant to the second paragraph of this article shall keep the other managing directors informed on a regular basis of the state of affairs in the field of such tasks.

4. The liability in respect of the provisions laid down in paragraphs one to three, inclusive, of this article shall be in several for all the managing directors. However, the managing director who, also considering the scope of his work and the period during which he has been in office, proves that he cannot be blamed for the improper performance of duties and that he has not been negligent in taking measures to avert the consequences thereof, shall not be liable.
5. If, in the event of the company's bankruptcy, a claim is instituted by the trustee in bankruptcy on account of this article, the managing director shall not be entitled to rely on a discharge granted by the company in any way or form. In this case the managing director shall not be capable either of relying on a setoff against a claim on the company.

GENERAL MEETING OF SHAREHOLDERS

Article 19

1. Within the bounds laid down by law and these articles, the general meeting of shareholders shall possess all the powers not conferred on the Management or on others.
2. Each year, at least one general meeting shall be held. Within nine months from the end of each financial year, at any rate shall be brought up for discussion in a general meeting of shareholders the adoption of the annual accounts and the profit appropriation, unless the general meeting of shareholders, in accordance with the provisions of article 23 paragraph 2, shall have extended the period of time for preparing and submitting the annual accounts.

Article 20

3. Every managing director shall be competent to convene a general meeting. The General Management and the Executive Management shall be competent at all times to convene the general meeting.
2. Shareholders who singly, or jointly with other shareholders, can cast at least ten percent of the votes in respect of a specific subject, may request the General Management in writing to convene a general meeting in order to deliberate and resolve on such subject, provided they have a reasonable interest in this.
3. If the General Management should fail to act upon any such request within fourteen days from the day on which the request shall have reached the company or the body concerned, the applicants themselves may proceed to convocation. With a view hereto, the General Management shall allow the applicants to inspect the register referred to in article 10.
4. At the summoning by the shareholders, subjects other than those as initially indicated shall not be listed for discussion.

5. The summons and the documents pertaining thereto shall also be sent to each managing director.
6. For the purposes of article 21 fifth paragraph, the requirements laid down in this paragraph shall also be reckoned with.

Article 21

1. The summoning shall be effected in writing, with notice sent to the address of the person concerned insofar as such address is known to the company. If one or several addresses of holders of shares are not known, the summoning shall take place also by means of an announcement in the gazette in which official notices are inserted by the Government.
2. The term of notice shall be at least twelve days, not counting the day of the summoning nor that of the meeting. The day of the summoning shall be the day on which the notice is sent or, if this is later, the day on which the summoning notice is inserted in the gazette referred to in the first paragraph.
3. The summoning notice shall state the place of the meeting and the subjects to be dealt with. If a proposal is made to amend the articles, the literal text of the proposal shall accompany the notice or shall be deposited at the company's office for inspection by the shareholders. The submission for inspection shall be stated in the announcement referred to in the first paragraph, if any such announcement shall be made.
4. The general meetings of shareholders shall be held in the island territory of Curaçao. The Executive Management shall arrange video conferencing facilities in order for shareholders outside Curaçao to attend the general meeting.
5. If the regulations referred to in paragraphs one up to and including four have not been observed, valid resolutions may be adopted only in a meeting at which all the shareholders entitled to vote with respect to such subject shall be present or represented. Also then, a subject, the dealing with which has not been announced with due observance of the term of notice prescribed by the articles, may be validly resolved upon only by unanimous vote.

Article 22

1. The general meetings of shareholders shall be presided over by a chairman to be designated by the general meeting of shareholders.
2. A person designated by the meeting shall keep minutes of the deliberations and the resolutions adopted. The minutes shall be signed by the chairman of the meeting.
3. The signed minutes shall be kept by the Executive Management for ten years.
4. Each shareholder shall have the right to receive a copy of the minutes.

Article 23

1. Every shareholder and every person entitled to vote shall be competent, personally or by proxy authorized in writing, to attend the general

- meeting, to address the same and, insofar as he is entitled to this, to exercise the vote.
2. Each share A shall entitle the holder thereof to cast one vote. The shares B do not entitle their holders to vote.
 3. All resolutions for which these articles do not prescribe a greater majority shall be adopted by absolute majority of the votes cast.
 4. No votes may be cast on a share held by the company itself. Votes may be cast on a share owned by a legal entity in which the company, pursuant to the right to vote, is capable of exercising decisive control, be this directly or indirectly.
 5. The managing directors as such shall have an advisory vote in the general meeting and when adopting resolutions of the general meeting.
 6. The opinion of the chairman as regards the outcome of a vote shall be final. This shall also apply in respect of the contents of a resolution as adopted, insofar as votes were cast on a motion not recorded in writing. If immediately after the chairman has pronounced his opinion the correctness thereof is challenged, a new ballot shall be taken if the majority of the meeting or, if the original voting did not take place by poll or by ballot, a person entitled to vote, present at the vote, shall so require. This new ballot shall cancel the legal consequences of the original vote.
 7. In case of a tie, the provision of the preceding paragraph shall apply analogously.
 8. A resolution of the general meeting may also come about by votes being cast by ballot without a meeting being held, provided all the persons entitled to vote with respect to that subject shall have cast a vote. All shareholders and managing directors shall receive notice in time of the proposed adopting of a resolution without a meeting. Article 21, paragraphs 2, 3 and 4 shall apply analogously.

FINANCIAL YEAR, ADMINISTRATION AND ANNUAL ACCOUNTS

Article 24

1. The company's financial year shall be the calendar year.
2. The Executive Management shall be bound to conduct an administration as provided in article 2:15 paragraph 1 of the Civil Code, and to draw up annual accounts, consisting at least of a balance sheet, a profit and loss account and an explanatory memorandum to these documents, each year within eight months from the end of the financial year, subject to any extension of this period by the general meeting on the grounds of special circumstances by six months at most. The Executive Management furthermore shall be bound to keep the annual accounts and the documents relating thereto and the books, records and other data carriers pertaining to the administration for ten years.
3. The annual accounts as drawn up shall be signed by all the managing directors. If a signature should be lacking, the reason for this shall be stated.

4. The annual accounts as drawn up shall be submitted to the general meeting for adoption. The general meeting shall be competent to modify all or certain items, or to instruct the Executive Management to modify the annual accounts according to indications to be given by the general meeting or a committee from such meeting.
5. The annual accounts, according to generally accepted standards, shall provide such insight as shall make it possible for a sound opinion to be formed as regards the equity and the results as also, insofar as the nature of the annual accounts shall so permit, as regards the company's solvency and liquid assets.
6. The second sentence of paragraph 2 of this article shall apply analogously in respect of the annual accounts drawn up and adopted, and the documents pertaining thereto.
7. During two years from the time the annual accounts were drawn up or adopted, as the case may be, every shareholder and every holder of bearer debt instruments shall be entitled to inspect the documents kept pursuant to the sixth paragraph.

EXTERNAL EXPERT

Article 25

1. The general meeting shall be competent without limitation to appoint an external expert for the purpose of supervising the bookkeeping on a regular basis, as also reporting to the general meeting on the annual accounts drawn up by the Executive Management.
2. The expert shall be entitled to inspect all the company's books, records and other data carriers, the examination of which shall be necessary for the correct performance of his duty. Other than as required pursuant to the instructions given him, he shall not be permitted to disclose any information respecting the company's business as appearing or as communicated to him.
3. The expert shall report his findings also to the Executive Management and to the General Management.

DISTRIBUTIONS

Article 26

1. Directly connected with the adoption of the annual accounts, the general meeting shall resolve as to the distribution or reservation of the profit according to such annual accounts and as to the paying of other distributions to the charge of the equity capital as appearing from such annual accounts.
2. The General Management may resolve to pay interim distributions to the charge of a current financial year or to the charge of a closed financial year for which the annual accounts have not yet been adopted.
3. Each share shall entitle the holder thereof to receive an equal amount at each distribution. The shares held by the company itself shall not be reckoned with when determining the payment of distributions.
4. The right to a distribution shall not cease through any lapse of time.

5. Distributions to shareholders and other parties entitled to a distribution — may not be made if the company's equity is less than the nominal capital or would become less than the nominal capital as a result of such — distribution. A resolution to make any such distribution shall have no — legal force whatsoever. Article 2:22 second paragraph of the Civil Code — shall not apply. —
6. A distribution as referred to in this article shall be presumed to have — been paid in contravention of the first sentence of the fifth paragraph of — this article if the annual accounts for the financial year, to the charge of — which the distribution is paid, with due observance of such distribution — shows an equity capital that is negative. If concerning a distribution as — referred to in the first paragraph of this article, the presumption shall be — irrefutable. —

SPECIAL RESOLUTIONS

Article 27

1. Resolutions to amend these articles or to dissolve the company may be — adopted only in a general meeting at which at least three/fourths of the — nominal capital shall be represented. —
2. If this capital is not represented, a new meeting shall be convened, to be — held within two months from the first one, in which meeting the — resolutions referred to in paragraph 1 may be adopted, irrespective of — the capital then represented. —

DISSOLUTION

Article 28

1. Following its dissolution, the object of the company shall be the — liquidation of its assets and everything that may be useful for this. —
2. All documents issuing from the company shall state the words "in — liquidation" or the translation thereof in the language coming into — consideration for this, written in full and added, at the end, to the name — of the company. —
3. Following the company's dissolution, the liquidation shall be effected by — the Executive Management unless the general meeting should resolve — otherwise. —
4. Notice of the dissolution shall be given by the liquidators in the gazette — which official notices are inserted by the Government. Notice of the — dissolution shall also be given to the office of the trade register, for — registration. —
5. The liquidator shall convert the assets of the company into cash, wind up — the relations with respect to third parties and pay the debts. Any surplus — after payment of the creditors shall be distributed among the — shareholders. Article 25 paragraph 3 shall apply mutatis mutandis. —
6. The liquidator shall be competent, if the condition of the estate shall give — cause for this, to make the payments in advance. —
7. Following the liquidation, the books and records of the dissolved — company shall remain for ten years in the custody of the liquidator or of —

the custodian thereto designated by the judge at the request of the liquidator.

WRITTEN EXPRESSIONS

Article 29

1. For the purposes of these provisions, written expression shall be on a par with an expression made by writ, telegram, telex, telefax, e-mail or other text conveying means of communication.
2. From all writings, printed documents and written expressions of the company, with the exception of expressions made by telegram, telex, telefax, e-mail or other text conveying means of communication, the full name of the company, the island territory where it is domiciled according to its articles, the registration number of the company with the Chamber of Commerce and its registered office shall be clearly evident.

In closing the appearer, acting as aforesaid, stated:

- a. that the existing one thousand (1,000) shares in the capital of the company by this deed of amendment are converted into 1,000 shares A, numbered A 1 up to and including A1,000;
- b. that by this amendment the capacity of the present managing director eMoore N.V. is changed into the capacity of Executive Director.

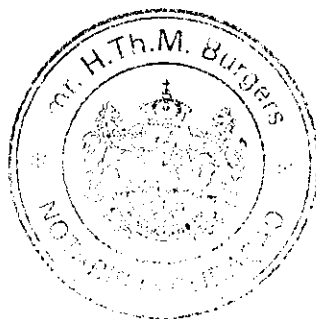
The appearer is known to me, the notary.

The foregoing has been recorded in a single original executed in Curaçao on the date first herein mentioned.

After stating the essentials of the contents of this deed to the appearer, she declared that she has taken knowledge of the contents of this deed and that she did not wish the reading of the entire deed. Thereafter this deed has been signed by the appearer and by me, the notary, after a limited reading.

(signatures)

ISSUED FOR TRUE COPY:



[Handwritten signature]