



Signature: 

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Phone: + 59996643133 | Address: Hydraweg 3, Curacao

Certifier's Profession: Attorney at Law

Certifier's Name: Seyed Navid Zahedi

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CURAÇAO

NOTARIS

Mr. A.M.P. ESHUIS

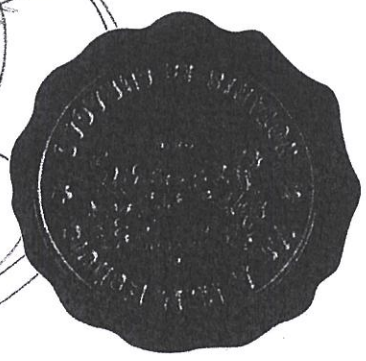


THE UNDERSIGNED:
Andreas Maria Petrus Eshuis, a former civil law notary, designated to act as substitute civil law notary of my vacant office in Curacao,
DOES HEREBY CERTIFY:

that the text attached is the presently effective articles of incorporation of the limited liability company:
"MANDARIN GAMING N.V."

established in Curacao.

Curacao, June 6, 2018.



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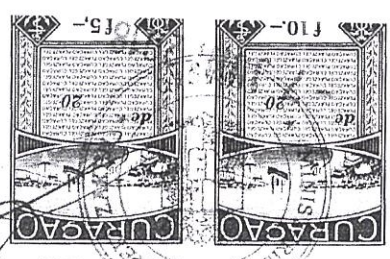
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[Handwritten signature in blue ink]
Signature:

1. Country: Curacao
(Convention de la Haye du 5 octobre 1961)
2. This public document
has been signed by A.M.P. Eshuis
3. acting in his capacity of substitute civil law
notary of his vacant office in Curacao
4. bears the seal/stamp of the aforementioned
A.M.P. Eshuis
5. at Curacao
6. the
7. Head Civil Status Register, division
Ministry of Public Administration,
Planning and Services
8. No. 5985
9. Seal/Stamp
10. Signature:



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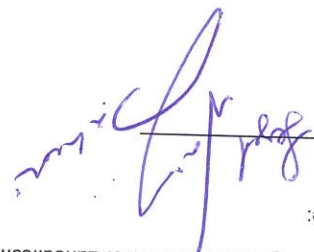
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ARTICLES OF INCORPORATION

NAME AND SEAT

Article 1

1. The company shall be named: "MANDARIN GAMING N.V."

OBJECT

Article 2

1. The objects of the company are:

- a. to organize and facilitate all kinds of games of chance, of hazard and of skill, to exploit and launch games of chance and of skill and related products, as well as to sell and purchase or otherwise to acquire and make available products and licenses of games of chance and of skill;

- to render related services in the above-mentioned areas such as the trading and exploitation of all options for e-commerce solutions for application in business to business as well as in business, the customer, including the development of software, the promotion thereof and the commercial administration of websites and internet gaming, making use of the utility line-services as referred to in the National Ordinance Offshore Games of Hazard (Official Gazette

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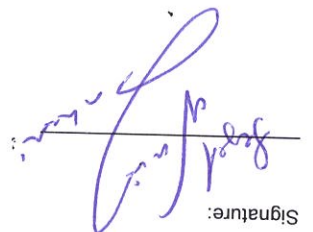
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international telecommunication infrastructure and the telecommunications services arising from this, and furthermore to do business under the National Ordinance Economic Zones 2001 (Official Gazette 2001 - no. 18);

b. to import and export necessities in connection with the set-up of the aforementioned;

c. the trade, including the wholesale, distributive trade and futures in and the import and export of, raw materials, minerals, metals, organic matter, semi-manufactured and finished products of any nature and under any name, making use of the facilities mentioned under a hereinbefore.

2. The company is authorized to undertake every action that may be useful or required to achieve its objective or may be related thereto in the broadest sense of the word, including the administration - and disposition of registered property - to provide security for third party liabilities, to borrow and lend money and to participate in any other enterprise or company.

Article 3

The company has been incorporated for an indefinite period of time.

SHARES

Article 4

1. The company may issue shares without limit.

Each share has a nominal value of ten United States dollars (US\$. 10).

Equal rights and obligations are attached to each share.

Sub-shares may be issued.

2. The general meeting of shareholders (in these articles of incorporation hereinafter referred to as: the general meeting) is authorized to resolve on the issue of new shares. Such an issuance of shares shall be effected by a

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deed, signed by the company, represented by the board of-

managing directors, and the acquirer.

3. The general meeting determines the conditions of issue
of new shares, with due observance of the following
provisions:

The acquirer of a share is obliged to pay a
consideration which is laid down in the resolution to
issue shares. The value of the consideration amounts to
no less than the nominal value of the share.
With the exception of exemption from the obligation of
additional payment as laid down in article 5 of these
articles of incorporation, a shareholder cannot be
released from his obligation pursuant to this
paragraph 3.

In case of alienation of a share, the alienator remains
next to the acquirer during one year jointly and
severally liable for the obligations arising from this
paragraph 3.

4. In case of subsequent issue of shares, as well as in
case of alienation by the company of acquired shares in
its own capital, the existing shareholders will have the
pre-empting right to acquire these shares in proportion
to their holdings of shares.

As regards the announcement of the preferential right
article 12 paragraph 2 shall apply analogously.
The preferential right may be exercised during the period
mentioned in the announcement, which shall not be shorter
than two weeks.

PURCHASE, CANCELLATION, REPAYMENT, EXEMPTION FROM THE OBLIGATION OF ADDITIONAL PAYMENT

Article 5

1. The company may acquire its own shares from third
parties, provided that at least one share remains
outstanding with a third party other than the company.
2. As long as the company is direct or indirect holder of
its own shares, the rights attached thereto cannot be

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exercised. Such shares shall not be counted when determining the quorum at any meeting or when the distribution of profits is calculated.
3. The general meeting may resolve on the cancellation of shares owned by the company.
4. The general meeting may resolve to repay wholly or partially or to cancel an obligation of additional payment, provided that the equity capital of the company after the repayment or the cancellation shall be at least nil.
The amount of the nominal capital is taken into consideration as bottom limit when applying the preceding sentence.
CLASSES OF SHARES, SHARE CERTIFICATES
AND SHARE REGISTER

Article 6

1. The shares shall be registered and consecutively numbered as from 1.
2. If so requested a share certificate registered in his name may be issued to a shareholder.
The value of the payment made and the possible obligation of additional payment will be noted on the certificate.
Against the future acquirer in good faith cannot be invoked that the annotation thereof of the company concerning the payment or the obligation of additional payment, is incorrect or incomplete.
The costs involved in the issue of share certificates shall be for the account of the company.
3. At the request of the shareholder, share certificates may be issued for several shares jointly. The holder of such share certificates may at any time demand their conversion into share certificates for other numbers of shares.
4. Share certificates shall be signed by a managing director.

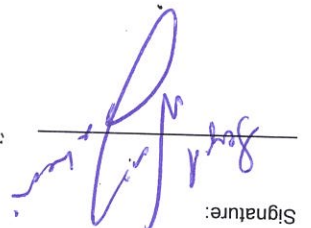
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Article 7

1. If a shareholder has proved to the satisfaction of the board of managing directors that a share certificate owned by him has been lost or is destroyed, a duplicate may be issued at his request, subject to such terms and guarantees as shall be established by the board of managing directors.

2. Upon issuance of a new share certificate on which a note shall be endorsed to the effect that it is a duplicate, the original shall become null and void.

3. Damaged share certificates may be exchanged by the board of managing directors.

4. The damaged share certificates thus surrendered shall immediately be cancelled by the board of managing directors.

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 8

1. The board of managing directors shall maintain a register ("the share register"), into which the names and addresses of all shareholders shall be recorded, stating the amounts paid up on the shares or stated as call paid thereon, an additional payment obligation, if any, the date of their acquisition, and if a share certificate is issued or not.

2. The share register shall be regularly updated. Each shareholder is entitled to inspect the share register.

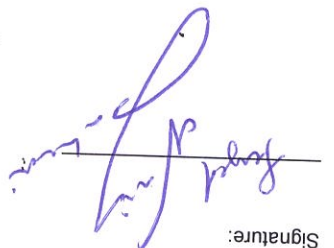
3. Transfer of shares shall be effected by a deed of transfer signed by the parties and either the serving of such deed on the company, or the acknowledgment of the transfer by the company.

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the deed of transfer signed by a managing director or by
a written statement of the company addressed to the
acquirer.
In case an additional payment obligation is attached to
shares, the acknowledgement may only be effected if the
deed of transfer bears a fixed date.
4. If a share certificate has been issued, provided with a
transfer annotation signed by the parties, it can be
considered to be a deed of transfer.
5. Transfer of shares and the date thereof shall be recorded
in the share register.
6. The establishment or transfer of a right of usufruct in
respect of shares and the establishment of a right of vote
pledge on shares, as also a transfer of the right to vote
connected therewith, shall also be annotated in the share
register.
OBLIGATION TO OFFER
Article 9a
1. In case a shareholder wishes to alienate one or more of
his shares, regardless title and regardless person, he
is obliged to offer these shares first to his
co-shareholders, not being the company itself.
The offeror remains authorized to withdraw his offer,
provided that this is effected within one month after he
has been definitely notified of the interested party or
parties to whom and at what price he can sell all the
offered shares.
2. A shareholder who wishes to alienate one or more shares
referred to in the preceding paragraph, shall notify the
board of managing directors thereof, which notification
shall constitute an offer to sell.
3. The board of managing directors shall, within a week
after receipt of this notification, notify the other
shareholders of its contents.

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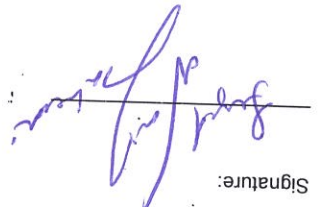
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4. Shareholders shall notify the board of managing directors within one month after receipt of this notification if they wish to buy the offered shares, partially or completely, each one of them stating the number of shares they are applying for.

5. a. In case several shareholders jointly are interested in a greater number of shares than available, the shares shall be allotted as much as possible in proportion to the number of shares held by the interested parties, on the understanding that if an interested party wishes to buy a smaller number of shares than the number he is entitled to, the other interested parties are entitled then to buy the remaining shares, to which right of acquisition the provisions of this paragraph apply mutatis mutandis once more.

b. In case after the allotment shares are left over that may not be allotted proportionally, the drawing of lots shall decide to which interested parties such a number not subject to allotment or remaining shares shall be allocated; provided that no interested party may obtain more than one share by the drawing of lots.

6. a. The price at which the shares are transferred shall be determined by mutual consultation between the offeror and the interested party(ies). In case they do not reach an agreement within one month of receiving the notification of the name(s) of the interested party(ies), the price will be determined by one or more experts to be appointed by mutual agreement by the offeror and the interested parties, and failing such agreement, by one or more experts to be appointed by the chairman of the Chamber of Commerce and Industry.

b. The experts are entitled to inspect all the books, documents and other data carriers and to obtain all the information that may be useful for their valuation task.

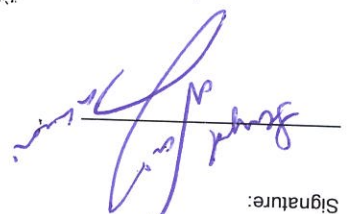
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Email: navid@advocatenkantoor-zahedi.com.c. The company shall bear the costs of valuation.

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7. Withdrawal of the offer referred to in paragraph 1 of this article, shall be effected by means of a notification to the board of managing directors, without requirement of stating grounds. Each interested party may withdraw himself as such, provided that this is effected within a month after he has been notified of the price. Shares from which an interested party has withdrawn, shall still be offered to the other interested parties in the manner stipulated in the foregoing and at the price determined by the expert(s). In this case, the provisions in the first sentence of paragraph 7 shall not apply again.

9. Transfer of the shares sold and the payment of the price shall be effected simultaneously within two months after parties have reached mutual agreement, respectively within one month at the latest after the offeror was allowed to withdraw.

10. In case not all shares are applied for, casu quo not all shares are acquired, the offeror may freely transfer all the offered shares to third parties up to three months after the day it has been established that one of the foregoing circumstances described in this paragraph would arise.

11. In case a shareholder who pursuant to the foregoing is obliged to transfer a share, fails to comply with the obligation to transfer despite warning upon expiration of the period of one month, the board of managing directors is authorized to make the transfer. During the period that the shareholder is in default of complying with his obligation to transfer, he is not allowed to exercise the right to assemble and to vote attached to the share, and the right to dividend is suspended, all in so far as these rights do not belong to others:

12. All notifications and notices referred to in this article shall be effected in writing with proof of

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1. The shares of a shareholder who has died, is placed under guardianship, is declared bankrupt, or has obtained a moratorium on payments, and shares forming part of a community of property which has been dissolved, and shares belonging to a legal person in the process of being wound up - including a legal merger in which the shareholder is the company ceasing to exist - and also shares belonging to a shareholder legal person in case of other natural or legal persons become shareholder (or member), than:

I. those that form part of it at the moment that the shareholder - legal person in question became shareholder of the company;

II. those that became part thereof with due observance of the share transfer restrictions concerned;

have to be offered for sale by the person or persons authorized to alienate within one month after the legal fact referred to has occurred. In case the legal fact referred to is well-founded on a court judgement, referred term shall not commence until this judgement has become final and conclusive. The rights attached to the shares can normally be exercised during the offer procedure.

2. The relevant provisions of article 9a shall apply to this offer and the execution thereof, provided that the withdrawal of the offer is not possible in these cases and in case not all the shares offered are bought, the offeror is entitled to keep all the shares.

Article 9.b

after the required permissions were obtained.

13. The foregoing provisions of this article shall not apply with respect to a certain transfer if all shareholders have granted their written consent, with the proviso that the transfer shall take place within three months after the required permissions were obtained.

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Contrary to the provisions of paragraph 1 of this article, the obligation to offer shall be suspended for six months after dissolution of a community of property by another legal fact than the demise of a shareholder. In that case the obligation to offer is no longer valid by the allotment and transfer of the shares to the person, on whose part the share or shares has/have been contributed to the community properly. In case no allotment and transfer are effected to the person on whose part the share or shares has/have been contributed to it, this person has a right of first refusal before his co-shareholders with respect to the shares offered for sale consequently, in case he is in the possession of shares, apart from the shares offered. Furthermore, the provisions of article 9a shall apply by analogy to the offer in question.

MANAGEMENT

Article 10

1. The company shall be managed by a board of managing directors, consisting of one or more managing directors. Legal entities may also be appointed managing directors. 2. The managing directors shall be appointed by the general meeting and may at any time be suspended or removed from office by the general meeting. A suspension becomes ineffective if the person in question is not removed within two months after the day of the suspension. 3. The company shall be represented by each of the managing directors separately. In the event of a conflict between the interests of the company and a managing director, the company shall be represented by all the remaining managing directors jointly or the only remaining managing director singly. In case there are no remaining managing directors, the company shall be represented by the special

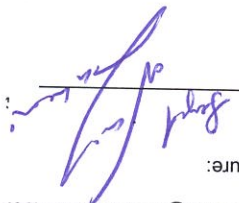
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4. Without prejudice to its responsibility the board of
managing directors has the power to appoint attorneys in
fact, to determine their powers and the manner in which
they are to represent the company and sign on its behalf.
5. Each managing director has the power to authorize a
co-director to represent him in his capacity of a
managing director in the deliberations and when voting at
meetings of the board of managing directors.
6. When one or more managing directors are absent or
otherwise precluded from acting, the remaining managing
director(s) shall be fully responsible for the management
of the company; when all the managing directors are
absent or otherwise precluded from acting, the company
shall be managed temporarily by a person appointed for
that purpose by the general meeting.
The person so appointed shall call a general meeting
as soon as possible in order to provide for a definitive
management. As long as this has not been accomplished the
acts of management of the person so appointed shall be
limited to those which cannot be delayed.
7. The provisions of article 14 shall apply mutatis mutandis
to the board meetings.
GENERAL MEETING OF SHAREHOLDERS
Article 11
1. General meetings of shareholders shall be held in
Curacao.
2. The annual general meeting shall be held within nine
months after the close of the financial year of the
company, unless this term is extended by the general
meeting by reason of special circumstances with at the
most six months.
At this meeting in any case:
a. the board of managing directors shall render a report
on the course of business of the company and on the

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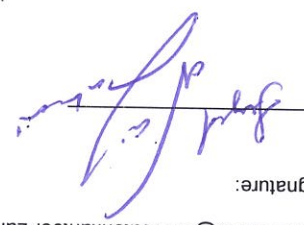
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administration conducted during the past financial
year;
b. the annual accounts shall be approved;
c. the persons referred to in the paragraphs 3 and 6 of
article 10, are designated, on the understanding that
both functions may be fulfilled by the same person.
Article 12
1. Each managing director is authorized to convoke a general
meeting. Each shareholder may request in writing to the
board of managing directors to convoke a general meeting
in order to discuss and to decide on the business
indicated, provided that he has a reasonable interest. In
case the board of managing directors after the request
has reached it or the company does not accede to such a
request within fourteen days, the petitioner himself may
proceed to convoke the meeting. The notice of the meeting
shall not contain other subjects than those originally
stated on the agenda.
2. The convocation shall take place in writing directed to
the addresses of the shareholders as recorded in the
share register. In case one or more addresses should be
unknown, the convocation shall also be effected by an
announcement in a newspaper published in Curacao, and
also in the Gazette in which official announcements are
being published by the Government.
The convocation shall be effected with due observance of
a term of notification of at least twelve (12) days not
counting the dates of the convocation and of the meeting.
The convocation shall state the location and the agenda
of the meeting.
In case a proposal to amend the articles of incorporation
is presented, the literal text thereof shall be sent
along or be available at the office of the company to be
inspected by the shareholders. The possible making
available for inspection is announced in the convocation
to the meeting.

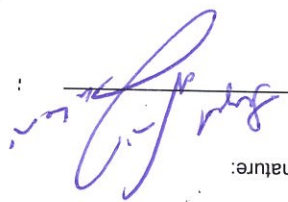
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3. Proposals to be submitted by the shareholders on subjects
to be dealt with at the general meetings may only be
dealt with, if presented to the board of managing
directors in writing and timely enough to be announced
with due observance of the term of notice and rules as
prescribed for the convocation of a general meeting.
4. If all the shareholders are present or represented at the
general meeting, valid resolutions may be adopted, even
if the provisions of the articles of incorporation on
convoking a meeting or announcement of the items to be
dealt with have not been complied with.
On a subject which was announced without due observance
of the term of notice, may only validly be decided
unanimously.
5. General meetings shall be presided over by a person
appointed by the meeting.
6. Shareholders may be represented at the meeting by proxy
appointed in writing.
7. All resolutions of the general meeting shall be passed by
absolute majority of the votes cast, except where
otherwise provided in these articles of incorporation.
8. When voting on an appointment the person who has obtained
the absolute majority of the votes cast shall be
appointed.
If no one has secured such a majority a second ballot
shall be taken between the two persons who have obtained
the largest number of votes. If more than two persons
have simultaneously received the largest number of votes
and the same number of votes, two of these persons shall
be selected by lot and the second ballot taken between
those two persons.
If the two persons should receive the same number of
votes at the second ballot, lots shall be drawn.
VOTING RIGHT
Article 13
Each share carries the right to cast one vote.

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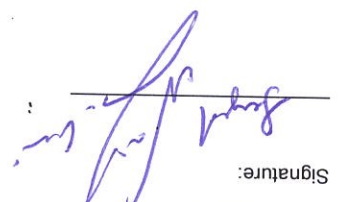
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MINUTES

Article 14

A person designated by the general meeting shall record the deliberations and the resolutions adopted in the minutes. The minutes shall be signed by the president of the meeting. The signed minutes will be kept by the board of managing directors during a period of ten years. Each shareholder is entitled to a copy of the minutes.

RESOLUTIONS ADOPTED OUTSIDE THE MEETING

Article 15

A resolution of the general meeting may also be adopted by means of written vote outside the meeting, provided that all shareholders cast their vote. All shareholders and managing directors shall be notified in time of the intended decision-making process outside the meeting.

Article 14 shall apply mutatis mutandis.

FINANCIAL YEAR

Article 16

The financial year of the company coincides with the calendar year.

ANNUAL ACCOUNTS

Article 17

1. Within eight months after the end of the financial year, except in the event of extension of this period by six months at most by the general meeting on the basis of special circumstances, the board of managing directors will draw up the annual accounts, consisting of at least a balance sheet, a profit and loss account and the explanatory notes to these documents. The drawn up annual accounts shall be signed by all the managing directors. If the signature of one of the managing directors is lacking, the reason therefor shall be stated.
2. The drawn up annual accounts shall be available for

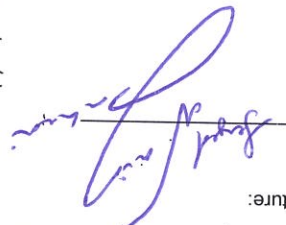
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--- inspection by the shareholders or by their proxies at
--- the office of the company from the day of the call to the
--- general meeting whereat the annual accounts are to be
--- approved, until the end of the meeting.
3. The annual accounts shall be approved by the annual
--- general meeting. The general meeting is authorized to
--- modify the annual accounts or to instruct the board of
--- managing directors to modify the annual accounts
--- according to its instructions.
--- Approval of the annual accounts shall release the board
--- of managing directors from all liability with regard to
--- their administration conducted in the past financial
--- year, in so far as it is evidenced from the documents
--- submitted and provided there be no decision to the
--- contrary when such approval takes place.
4. The board of managing directors is obliged to keep
--- the books, records and other data carriers, and also
--- the approved annual accounts for a period of ten years.
DISTRIBUTION OF PROFITS
Article 18

1. The general meeting shall decide on distribution or
--- retaining of the profits shown by the annual accounts and
--- on other distribution chargeable to the equity capital
--- shown by the annual accounts.
2. The claim with regard to a distribution shall cease
--- through the lapse of three years from the end of the day
--- on which either this was adequately announced or the
--- party entitled to the distribution took cognizance hereof
--- or was notified accordingly.
3. No distribution can be made to shareholders or other
--- parties entitled to distribution if the equity capital
--- (net asset value) of the company is negative or would
--- become negative as a result thereof. The amount of the
--- nominal capital is taken into consideration as bottom
--- limit when applying the preceding sentence.

I the undersigned hereby certify that this document

is a true copy of the original document which I have

seen and verified today the 20 | 04 | 2025

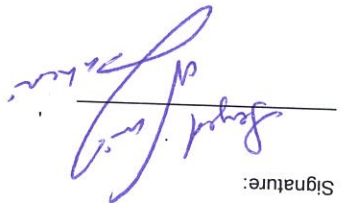
Certifier's Name: Seyyed Navid Zahedi

Certifier's Profession: Attorney at Law

Phone: + 59996643133 | Address: Hydraweg 3, Curacao

Email: navid@advocatenkantoor-zahedi.com

Signature:



OF THE COMPANY

Article 19

1. Resolutions to amend the articles of incorporation or to dissolve the company may only be passed by at least three fourths of the votes cast at a general meeting whereat not less than three fourths part of the shares is represented.
2. If the required amount of shares is not represented at the meeting, a second meeting shall be convoked and held within two months after the first, at which second meeting valid resolutions on such subjects may be passed by a majority of three fourths of the votes cast, regardless of the amount of shares represented.

WRITTEN NOTIFICATIONS

Article 20

In these articles of incorporation 'in writing' shall also comprise: bailiff's notification, telegram, telex, telefax, e-mail or other text-conveying means of communication.