

# M9900000/452

## Trevor Hamilton and Associates International Consultants and Managers

Mail: P.O. Box 739, Meadowbridge P.O., Kingston 19, Jamaica W.I.  
Location: 8 Dominica Drive, Kingston 5, Jamaica W.I.  
Telephone: (876) 929-1279, Fax: (876) 929-6949  
E-Mail: [hamilton@wtjam.net](mailto:hamilton@wtjam.net)

FILED  
SEP 8 PM 5:00  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

September 6, 1999

Secretary of State  
Registration Section  
Division of Corporations  
409E Gaines Street,  
Tallahassee, FL 32399  
Tel: (850) 487-6051

100002981451--3  
-09/08/99-01081-018  
\*\*\*\*346.25 \*\*\*\*346.25

### REGISTRATION OF FOREIGN LIMITED LIABILITY CO.

Dear Sir/Madam,

Please find enclosed our completed application for registering Trevor Hamilton and Associates L.C in the state of Florida. Please find enclosed our cheque for \$346.25, for:

1. Filing Fee
2. Designation of Registered Agent
3. Certified Copy
4. Certificate of Status

Sincerely,

  
Trevor Hamilton (Dr.)  
PRESIDENT

M99-1452

Name Availability	OK
Document Examiner	OK
Updater	OK
Updater Verifier	OK
Acknowledgment	OK
W. P. V.	OK

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

- | NAME & ADDRESS:    | TITLE:    | NAME & ADDRESS:   | TITLE:             |
|--------------------|-----------|-------------------|--------------------|
| TREVOR G. HAMILTON | President | ANNA-MAE HAMILTON | Operations Manager |
| 8 DOMINICA DRIVE,  |           | 8 DOMINICA DRIVE, |                    |
| KINGSTON 5, WEST   |           | KINGSTON 5,       |                    |
| JAMAICA, W.I       |           | JAMAICA, W.I      |                    |
|                    |           |                   |                    |
|                    |           |                   |                    |
|                    |           |                   |                    |
|                    |           |                   |                    |
- FILED  
 90 SEP -8 PM 5:00  
 SECRETARY OF STATE  
 WASHINGTON, D.C.

9. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the Secretary of State or the proper official having custody of records in the state under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES,  
THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING  
STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE  
STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

TREVOR HAMILTON AND ASSOCIATES L.L.C.

2. The name and the Florida street address of the registered agent and office are:

LLOYD GARDNER

(Name)

20730 NE 8th Ct., Apt. 202-16

Florida street address (P.O. Box **NOT** ACCEPTABLE)

MIAMI

FL 33179

City/State/Zip

SECRETARY OF STATE  
T. HAMILTON / RMA

00 SEP -8 PM 5:00

FILED

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

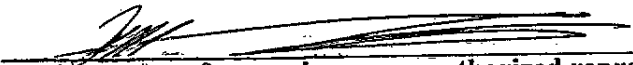
  
(Signature)

**Filing Fee: \$ 35 for Designation of Registered Agent**

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS OF FOREIGN  
LIMITED LIABILITY COMPANY**

The undersigned member or authorized representative of a member of TREVOR HAMILTON AND  
ASSOCIATES certifies:

- 1) the above named limited liability company has at least one member: (1) Dr. Trevor Hamilton  
(2) Mrs. Anna-Mae Hamilton
- 2) the total amount of cash contributed by the member(s) is \$US 60,000 :
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$US 330,000  
(A description of the property is attached and made a part hereto.) \*  
and
- 4) the total amount of cash and property contributed and anticipated to be contributed  
by member(s) is \$ US 450,000.  
(This total includes amounts from 2 and 3 above.)

  
Signature of a member or an authorized representative of a member.  
(In accordance with section 608.408(3), Florida Statutes, the execution of this  
affidavit constitutes an affirmation under the penalties of perjury that the facts  
stated herein are true.)

TREVOR G. HAMILTON

Typed or printed name of signee

FILED  
90 SEP -8 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Filing Fee: \$250.00 for Application and Affidavit**

- \* The property is a 4,600 square foot newly constructed building at  
Block 5, Lot 5, Pasadena Estate at Pembroke Shores, 15964 4th Street,  
Pembroke Pines, Fl 33027.  
This building will house the office.

**CERTIFICATE OF THE INCORPORATION OF A COMPANY**



**I hereby Certify that**

**TREVOR HAMILTON AND ASSOCIATES COMPANY LIMITED**

**was Incorporated** under the

**Companies Act, as a Limited Company**

**on the TWENTY-SECOND day of MAY**

**One Thousand Nine Hundred And Eighty-four.**

**Given under my hand at Kingston this TWELFTH day of**

**JUNE One Thousand Nine Hundred And Eighty-four.**

**/s/ G. E. EDWARDS**  
**Registrar of Companies**

**for Registrar of Companies**

**No. of Company 25,146.**  
**Certified to be a true copy of**  
**the Certificate of Incorporation**  
**August 20, 1999.**

MEMORANDUM OF ASSOCIATION OF COMPANY  
LIMITED BY SHARES  
 (P) AND  
TREVOR HAMILTON / ASSOCIATES COMPANY LIMITED

1. NAME: The name of the Company is Trevor Hamilton and Associates Company Limited;
2. REGISTERED OFFICE: The Registered Office of the Company will be situated in Jamaica;
3. OBJECTS: The objects for which the Company established are:
  - a) To carry out the Business of Consulting International and Local - to give Consultations and Project Analyses to (ex) Firms, Statutory Bodies, Government Agencies, Private Sector Organizations or any other Bodies requiring such Professional Service; and to enter into such with or without any modification of this agreement.
  - b) To carry on and to give Professional Consultation in the areas of: Production and Export Incentive Scheme, Sectorial Planning and Restructuring, Feasibility Studies and Investor Identification, Small Businesses and Self Employment; Economic Monetary and Fiscal Policy; Technology Development and Project Management, and to conduct any other business of similar nature which may be in the opinion of the Director be conveniently carried on by this Company.
  - c) To purchase, take on lease, or otherwise acquire for the purposes of the Company, any Estate, Land, Building or other interests in real estate, and to sell lot on lease or otherwise dispose of a grant rights over any real and personal property belonging to the Company on such terms as the Company shall determine.

To Acquire and  
 Deal with Real  
 Estate:

- To Acquire other Business: d) To Purchase or otherwise acquire all or any part of the business property and liabilities of any Company, Society, Partnership, of the Company, and to conduct and carry on or liquidate and wind up, any such business.
- To Acquire Buildings and Motor Vehicles: e) To Purchase or otherwise acquire, erect, maintain, reconstruct and adopt any offices, workshops, mills, plant, machinery, motor vehicle and other things found necessary or convenient for the purpose of the Company; and shall be registered and insured in the Company name.
- To Draw etc Negotiable Instruments: f) To Draw, accept and name, and to endorse, discount and negotiable, bills and exchange and promissory notes and other negotiable instruments.
- To Borrow or Raise Money: g) To Borrow, raise money or secure obligations (whether of the Company or any other Person) by the issue of debentures, debenture stock (propetual or terminable), boards, mortgage, or any other securities, founded or based upon all or any of the property and rights of the Company, including its uncalled Capital, or without any Security, and upon such terms as to priority or otherwise, as the Company shall think fit.
- To Receive on Deposit and to Make Advances: h) To Receive money on deposit, with or without allowance of interest thereon; to advance and lend money upon such security as may be thought proper, or without taking any security therefor.
- To Invest: i) To Invest the monies of the Company not immediately required in such manner other than in the Shares of this Company as from time to time may be determined.
- To Acquire Shares in Other Companies: j) To Acquire by subscription, purchase or otherwise, and to accept and take hold and sell, shares on stock in any Company, Society or undertaking, the objects of which shall either in whole or in part, be similar to those of this Company, such or may be likely to promote or advance the interest of this Company.

- To Pay Preliminary Expenses:
- k) To Pay all Cost, Charges and Expenses incurred on sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be the nature of preliminary expenses including cost of advertising commission for underwriting, brokerage, Director's travel expense local and foreign, printing and stationery and expenses attendant upon the formation of Agencies and local Boards.
- To Pay Underwriting Commission:
- l) Upon any issue of Shares, Debentures and other Securities of the Company, to employ Brokers Commission Agent and Underwriters, and to provide for the remuneration of such person for their services by payment in cash, or by the issue of Shares, Debentures or other Securities of the Company, or by the granting of option to take the same or in any other manner allowed by law.
- To Subscribe to Charities:
- m) From time to time to subscribe or contribute to any Charitable benevolent or useful object of a Public Character (The support of which will, in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers or the Public.
- To Amalgamate and Work Jointly:
- n) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation with any other Company, or any Partnership or Person, carry on business within the Objects of this Company.
- To Make Subvention Payments:
- o) To make subvention payments in accordance with the Provision of Section ..... 9 ..... (or any Statutory Amendment Modification or re-enactment thereof for the time being in force) in favour of any associated Company as therein defined and to enter into all necessary and proper agreements for such purpose.

To Sell  
Undertaking:

- p) To sell, dispose of, transfer the Business, Property and undertakings of the Company, or any part thereof for any consideration which the Company may see fit to accept.

To Accept  
Shares in  
Payments:

- q) To accept Stock or Shares in, or Debenture Mortgage Debenture or other Securities of any other Company in payment or part payment for any services rendered or for any sale made to or debt owing from any such Company.

To  
Distribute  
Assets in Specie:

- r) To distribute in specie or otherwise as may be resolved any assets of the Company among its Members and particularly the Shares. Debentures or other Securities of any other Company formed to take over these whole or any part of the assets or liabilities of this Company.

To Insure:

- s) To provide adequate insurance coverage for employee and Directors in event of accident disability and death while in the course of Employment.

General powers:

- t) Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

Liability: 4. The Liability of the Members is Limited

Capital: 5. The Share Capital of the Company is ~~\$~~200 Two Hundred ~~Dollars~~ Dollars, divided into Two Hundred Shares of \$1.00 One Dollar each, with power to issue any of the Shares in the Capital, original or increased, with or subject to any Preferential Special, or qualified rights or Conditions as regard dividends, repayment of Capital, Voting or otherwise.

Subscribers: 6. We, the Several Persons <sup>(c3)</sup> whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of the Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite to our Names.

Names/Address                      Occupation                      Number of Shares Taken

*Trevor G. Hamilton*  
.....  
TREVOR G. HAMILTON                      Consultant                      198  
Lot 1 Coopers Hill  
Red Hills P.O.  
St. Andrew

*Orlene Rena Hamilton*  
.....  
ORLENE RENA HAMILTON                      Sales Agent                      2  
Lot 1 Coopers Hill  
Red Hills P.O.  
St. Andrew

Signed ..... *11<sup>th</sup>* ..... day of ..... *MAY* .....  
Nineteen Hundred and Eighty Four

Witness to the above Signatures

Name	Address	Occupation
<i>Carl Benjamin Yallahs</i>	<i>P.O. Box 134</i>	<i>Company Secretary</i>
.....	<i>ST. THOMAS</i>	.....
.....	.....	.....

I certify the foregoing to be a true copy of  
the original deposited with the

REGISTRAR on 22<sup>nd</sup> day of May 1984

REGISTRAR OF COMPANIES JAMAICA

Dated this 19<sup>th</sup> day of August 1999



ARTICLE OF ASSOCIATION

TREVOR HAMILTON AND ASSOCIATES COMPANY LIMITED

1. The Following shall be the Article of the Company

2. In these Articles:-

- "THE COMPANY" Means the abovenamed Company;
- "THE SEAL" Means the Common seal of the Company;
- "THE SECRETARY" Means any person appointed to perform the office of Secretary to the Company;
- "THE OFFICE" Means the Registered Office for the time being the Company;
- "THE REGISTER" Means the Register of Members to be kept pursuant to the Companies Act.
- "THE ARTICLES" Means the Articles of Association of the Company as originally hereby formed; or as altered by special resolution, except that where there is a reference to a number of a Clause as numbered in the Articles of as herein printed, and not in any subsequent alteration of the Articles.

Expressions referring to Writing shall, unless the contrary intention appears to be construed as indicating reference to Printing Lithography, Photography and other models of representing or reproducing words in a visible form.

Words imputing the singular number shall include the plural and vice versa. Words imputing the masculine gender include the feminine.

Words imputing individuals include Corporations unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any Statutory modification thereof in force from time to time.

Adoption of Table A: 3. The Regulations contained in Part 1 of Table A with the exception of regulations 24, 53, 75, <sup>62</sup>Proviso to 79, 84, (2) 89, 90, 91, 92 and 136 shall apply.

4. The Company is a private Company and accordingly:-

- (a) the right to transfer shares is restricted in the manner hereinafter prescribed:
- (b) the number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after determination of such employment or be members of the Company) is limited to twenty, provided that where two or more persons hold one or more shares in the Company jointly they shall for this purpose of this Article be treated as a single member.
- (c) Any invitation to the Public to subscribe for any Shares or Debentures of the Company is prohibited.
- (d) Any invitation to the Public to deposit for fixed periods or payable on call whether or not bearing or not bearing interest is prohibited.
- (e) Subject to the exceptions provided for in the fourteenth schedule to the Act any person other than the holder is prohibited from having any interest in any of the Company Shares;
- (f) The Company shall not have power to issue Share warrant to bearer.

5. The Shares shall be at the disposal of the Directors who may allot or otherwise dispose of the Shares (Subject always to Article 4 & 6 to such terms and conditions and at such time as the Directors think fit but so that the Share shall be issued at a discount except in accordance with sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed).

6. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued Shares from time to time to be created shall before they are issued be offered to the Members in proportion, as nearly as may be, to the numbers of Shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time on the receipt of an invitation from the person to whom the offer is made that he declines to accept the Shares offered, the Directors may, subject to those Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in the like manner, dispose of any such new or original Shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulties in apportioning same, cannot in the opinion of the Directors be conveniently offered in manner herein before provided.

Control  
of  
Registration  
of Transfers  
by Directors:

7. The Directors may in their absolute discretion and without assigning any reason thereof, decline to register any share, whether or not it is fully paid Share.
8. (a) A Share may be transferred by a Member (or other person entitled to transfer) to another Member, or any other person (being the actual purchaser of the Share and not a nominee of such purchaser) approved by a majority of Members, but save as aforesaid no Share shall be transferred to any person unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (b) Except when the transfer is made pursuant to the first paragraph of the Article the person desiring to transfer any Share (hereinafter called "The Vendor") shall give notice in writing to the Company of such desire stating the sum which he fixed as the fair value of the Share. Such notice shall constitute notice to the Board by the Vendor's Agent for the sale of the Share to any Member of the Company or Person approved as aforesaid at the price so fixed or at the option of the Purchaser at the fair value to be fixed by the Auditors and Certified by them in writing. The offer made by such notice shall not be recoverable except with the sanction of the Directors.

- 4.
- (c) If the Company shall within the period of two months after such notice as aforesaid has been given (within which period the notice shall, shall not be permitted to be withdrawn) find a Member or Person approved as aforesaid willing to purchase the Share and shall give notice thereof to the Vendor, he shall be bound upon the purchase price being paid or secured as herein-after mentioned to transfer the Share to the Purchaser.
- (d) If the Company shall not within the period of two months offer such a notice as aforesaid has been given find a purchaser for the Share and give notice as aforesaid the Vendor shall at any time within the three months be at liberty subject to Clause of these Articles to sell the Share to any Person and at any;
- (e) In any case the Purchaser money exceeds \$200.00 the purchaser shall have the option of paying the same as to 20% (percent), upon the execution of the transfer and as to the balance, together with interest thereon at the rate of 4 percent, upon the amount from time to time remaining unpaid by five equal yearly instalments of Principal at intervals of one year each, the interest accrued upon to date being paid with each such instalments and the punctual payment of such instalments and interest being secured by the bond of the Purchaser, together an equitable charge on the Share as purchased, the Certificates relating them to being deposited with the Vendor.
- (f) Shares comprised in any such transfer notice as aforesaid shall be dealt with as follows:-
- i) In every case the Share shall be offered in the first place to the Directors generally.
  - ii) If and so far as any such offer as aforesaid shall not be accepted by the Director or some or one of them, such Share or those not accepted shall be offered to the other Members in such order as shall be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit. No member hold fewer than 200 Shares will be entitled to any such offer.

8

(f)

- iii) Shares offered to the Directors generally as aforesaid shall be offered to collectively and individually by so that in case of competition the share shall as far as possible be distributed equally among them and the destination of any balance which cannot be so distributed shall be decided by lot.
- iv) Every such offer shall be personal to the individual entitled thereto and not transferable or transmissible and shall be open for acceptance for 14 days only and if not accepted within that time shall be deemed to be declined.
- (g) The Director may within three months after the death of a Member require his personal representative to serve a transfer of notice relating to such proportion of the Shares of the deceased as the Directors shall think fit and if the personal representatives do not comply forthwith with such request they shall be deemed to have served the Company with a transfer notice relating to one half of the Shares of the deceased Member and to have specified therein a sum equal to the amount paid up on the Shares to which the same relates as fair value.
- (h) If in any case the Vendor refuses or neglects a tender of the purchase money to transfer any shares for which the Company has found a Purchaser the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated of the Board for that purpose shall forthwith be deemed to be the duly appointed Attorney of the Member with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the Shares to the Purchasing Member and the Company may receive and give a good discharge for the purchase money on behalf of the Vendor and enter the name of the Purchaser in the register of Members as the holder by transfer of Shares purchased by him.

- Quorum of 9. No Business shall be transacted at any general meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided two members present in person or by proxy shall be a quorum.
- General Meetings:
- Bound 10. Subject to the provisions of the Acts, Resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meeting (or being corporations by their duly authorised representatives) shall be a valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.
- Robin Resolution:
- Director's 11. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the arrangement that is proposed or considered, and if he voted, his vote shall be counted.
- Contracts:
- Directors 12. The number of Directors excluding alternate Directors and the names of the first Directors shall be determined by an instrument in writing under the hands of the subscribers to the MEMORANDUM OF ASSOCIATION OF the Company or a majority thereof and it shall not be necessary for any meeting of such subscribers to be convened or held. The number of Directors may at any time thereafter be increased or reduced on the Board of Directors or the Company is at its General Meeting shall determine.
- In the event that the number of Directors is determined as one, or only one Director is appointed or if at any time for any reason there shall be only one Director, any provision in these Articles relating to a quorum of Directors shall be inapplicable and that Director shall have all the rights and be entitled to exercise all the Powers contained in these Articles.
- 12a. Until so determined the First Director shall *be*....  
 .....TREVOR G. HAMILTON.....
- Secretary: 13. The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

14. No person shall be appointed or hold Office as Secretary who is:-

- a) The Sole Director of the Company or
- b) a Corporation the sole Director of which is the sole Director of the Company as
- c) the sole Director of a Corporation which is the sole Director of the Company.

15. A Provision of the Act or these Articles referring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in the place of the Secretary.

- 15a. The First Secretary Shall be .....  
 .....CARL.ALLAN.GEORGE.BURCHER.....

- Indemnity: 16. Every Director, Manager, Secretary and other Officers or Servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Director out of the Funds of the Company to pay all costs, losses, and expenses which any Director, Manager, Secretary, Officer or Servant or in any way in the discharge of his duty, Lien on the property of the Company, and have priority over all other claims. No Director or other Officers of the Company shall be liable for the Acts, receipts, neglects, or default of any other Director or offer or other Act for conformity, or for joining on any loss or expense happening to the Company through the inefficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any Security in or upon which any of the Monies of the Company shall be invested, or any loss or damage arising from bankruptcy, unsolvency or Tortious Act of any Persons which whom any Monies, Securities or effect shall be deposited, or for any loss occasioned by the error of judgement omission, default, oversight or negligence on his part or any other loss, damage, or default, oversight, or negligence on his part or any other loss, damage or misfortune whatever which shall happen in the execution of such duties, unless the same happened through his own dishonesty.

Powers of  
Directors:

17. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking property and uncalled Capital, on any part thereof, and to issue debentures stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or any third Party (including its holding Company).

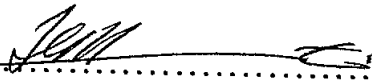
Winding up:

If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributors as the liquidator, with like sanction, shall think fit, but so that no member shall be compelled to accept any share or other securities whereon there is any liability.

Names/Addresses

Description of  
Share Holders

Number of Shares  
taken by Subscribers

  
.....  
TREVOR G. HAMILTON  
Lot 1 Coopers Hill  
Red Hills P.O.  
St. Andrew

Consultant

198 (CP)

  
..... Sales Agent

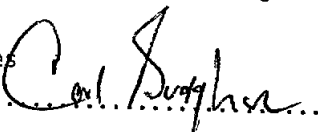
2

ORLENE RENA HAMILTON  
Lot 1 Coopers Hill  
Red Hills P.O.  
St. Andrew

Signed this 11<sup>th</sup> day of MAY  
Nineteen Hundred and Eighty Four.

Witness to the above Signatures

Names

  
.....  
.....

Addresses

to Box 134  
.....  
Yallahs St. Thomas  
P.O.

Occupation

Carpenter  
.....  
Builder

I certify the foregoing to be a true copy of  
the original deposited with the

REGISTRAR on 22<sup>nd</sup> day of May 1984

REGISTRAR OF COMPANIES JAMAICA

Dated this 19<sup>th</sup> day of August 1999