Indice

1.- Apostilla New York
2. - Apostilla Wisconsin

Nota: las apostillas de La Haya son todas prácticamente iguales. Varían los datos de la persona que firma, etc.

Certificados

1.- Certificate of Birth (California)
2.- Certification of Birth Abroad (USA)
3.- Certificado de Defunción (España)
4.- Death Record (USA)
5.- Certificado Sanitario Caballo (España)
6.- No Police Record (USA)
7.- Certificate of Marriage (Australia)
8.- Certificate of Birth (Nigeria)
9.- Divorce (UK)
10.- CERTIFICATE OF NO CRIMINAL CONVICTION (HONG KONG)

Memorandum and articles of association of Kitchen-Kit Ltd

1.- ARTICLES OF AGREEMENT (Partnership) (USA)

1.- General Certificate of Secondary Education (UK) 2.- General Certificate of Education (UK) **3. The Leaving Certificate (Irlanda)**
4.- Certificate of General Secondary Education Examination (Palestine)
5.- The British Educational System
6.- Education in Anglo-Saxon Countries

Notas:

a) nºs 1, 2 y 4 son documentos autenticos. El nº 4 procede de Palestina.

b) El nº 3 es una explicación del mencionado certificado. Atención a las palabras en negrita. Evitar copias: ***syllabus*** (pl: *syllabi*) = a course of academic studies; programa de estudios, normalmente, el programa de una asignatura // ***curriculum*** (pl: *curricula*) = a course of academic studies; plan de estudios, no confundir con currriculum vitae (CV, resume) = currriculum vitae, a summary of your academic and work history. **c)** Prestar atención a palabras en negrita.

==========

Indice

1.- Poder General para Pleitos (España): el que se otorga a un Procurador de los Tribunales.

2.- Power of Attorney (Ireland):

3.- Power of Attorney (Saudi Arabia): los documentos en inglés no sólo vienen de los países donde el inglés es la lengua oficial o mayoritaria.

4.- General Power of Attorney (USA): aquí *general* se opone a *especial*. En este poder dice: *attorney in fact*, podía haber dicho simplemente *attorney*. De la misma manera cuando se quiere evitar confusión se dice *attorney-at-law* para el abogado.

A la persona a la que se le otorga un poder para hacer algo en nombre del poderdante se la llama *attorney* (apoderado, mandatario, poderhabiente, procurador, representante...) Por supuesto que la palabra también significa abogado, -a veces- fiscal, etc. Power of attorney es un poder o poder notarial

==========

Apostille

(Convention de La Haye du 5 Octobre 1961)

1 Country: **United States of America**

This public document

2. has been signed by **Norman Goodman**

3. acting in the capacity of **County Clerk**

4. bears the seal/stamp of the county of **New York**

5. At New York, New York 6.the 9th day *of* April 1998

7. by Special Deputy Secretary of State, State of New York

8. No. NYC-97700DF259A

9. Seal/Stamp 10. Signature

(raised seal)

Kathleen Bartley
Special Deputy Secretary of State
(signature)

045355.RSL (REV 2/8/96)

==========

STATE OF WISCONSIN

OFFICE OF THE

SECRETARY OF STATE

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: **United States of America**

2. This public document has been signed by

Linda D. Slack

3. acting in the capacity of **Notary Public, State of Wisconsin**

4. bears the seal/stamp of

Linda D. Slack
Notary Public, State of Wisconsin

5. at **Madison, Wisconsin** 6. the **15th day of November, 1999**

7. by **the Secretary of State, State of Wisconsin**

8. No. **650340**

9. Seal/stamp 10. Signature

(stamp: *GREAT SEAL OF THE STATE OF WISCONSIN*)

(*signature*)
DOUGLAS LA FOLLETE
Secretary of State

==========

CERTIFICATE OF NO CRIMINAL CONVICTION

1. (Indice)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

CERTIFICATE OF LIVE BIRTH

STATE OF CALIFORNIA – DEPARTMENT OF PUBLIC HEALTH

STATE BIRTH CERTIFICATE NUMBER	LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER
98503-0987E	**xxxxxxxxxx**

THIS CHILD	1a. NAME OF CHILD-FIRST NAME **xxxxxxx**		1b. MIDDLE NAME **xxxxxxx**		1c. LAST NAME **xxxxxxx**	
	2. SEX **Female**	3a. THIS BIRTH: SINGLE, TWIN OR TRIPLET **Single**	3b. IF TWIN OR TRIPLET, THIS CHILD BORN 1st, 2nd, 3rd.	4a. DATE OF BIRTH – MONTH, DAY, YEAR **June 15, 1969**	4b. HOUR **10:13 AM**	
PLACE OF BIRTH	5a. PLACE OF BIRTH – NAME OF HOSPITAL **xxxxxxxx Hospital**		5b. STREET ADDRESS – STREET AND NUMBER OR LOCATION **xx xxxxxxxxxx**		5c. INSIDE CORPORATE CITY LIMITS: SPECIFY YES OR NOT **Yes**	
	5d. CITY OR TOWN **xxxxxx**			5e. COUNTY **xxxxxxx**		
MOTHER OF CHILD	6a. MAIDEN NAME OF MOTHER – FIRST NAME **XXXXXX**	6b. MIDDLE NAME **XXXXXX**		6c. LAST NAME (MAIDEN SURNAME) **XXXXXX**	7. BIRTHPLACE (STATE OR FOREIGN COUNTRY) **XXXXx**	
	8. AGE OF MOTHER (AT TIME OF THIS BIRTH) **20** YEARS		9. COLOR OR RACE OF MOTHER **White**		10.a RESIDENCE OF MOTHER – STREET ADDRESS – STREET ADDRESS AND NUMBER, RURAL ADDRESS OR LOCATION **XXX XXXXXX**	
	10b. INSIDE CITY CORPORATE LIMITS – SPECIFY YES OR NOT **Yes**	10c. RESIDENCE OF MOTHER – CITY OR TOWN **XXXXX**		10d. RESIDENCE OF MOTHER – COUNTY **XXXXX**	10e. RESIDENCE OF MOTHER – STATE **California**	
FATHER OF CHILD	11a. NAME OF FATHER – FIRST NAME		11.b MIDDLE NAME		11.c LAST NAME	

	XXXXX	XXXXX	XXXXX
INFORMANT'S CERTIFICATION	I HEREBY CERTIFY THAT I HAVE REVIEWED THE ABOVE-STATED INFORMATION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE	16a. PARENT OR OTHER INFORMANT – SIGNATURE – IF OTHER THAN PARENT SPECIFY (**SIGNATURE, M.D.**)	16b. DATE REVIEWED AND SIGNED BY INFORMANT **XX/XX/XX**
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE	17.a PHYSICIAN OR OTHER PERSON WHO ATTENDED THIS BIRTH – DEGREE OR TITLE **Physician**	17b. DATE REVIEWED AND SIGNED BY ATTENDANT **xx/xx/xx**
LOCAL REGISTRAR	18.	19. LOCAL REGISTRAR – SIGNATURE (**SIGNATURE**)	20. DATE OF LOCAL REGISTRATION **XX/XX/XX**

(seal: This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk)
(signature)
xxx xxxxx
Registrar-Recorder/County Clerk

This copy not valid unless prepared on engraved border displaying the seal and signature of the Registrar-Recorder/County Clerk

(seal: *Registrar-Recorder/County Clerk County of Los Angeles California*)
(seal: *THE GREAT SEAL OF THE STATE OF CALIFORNIA*)

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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2.- (**Indice**)

Liber 33 Page 222
Received at xxxxxx Clerk's Office
Aug 30, 1999

DEPARTMENT OF STATE

FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

CERTIFICATION OF BIRTH ABROAD
of a Citizen of the United States of America

This is to certify that according to records on file in this Office

XXXXX XXXXXX
Sex: *male* was born at: *xxxxxx Mexico* on: *March 28, 1967*
Report of birth recorded on: *March 28, 1967*

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Consular Services of the United States of America at: *xxxxxx Mexico*
this: *18th* day of *March* 1965

(*Seal*) Vice Consul of the United States of America (*signature*)

Warning: This certificate is not valid if it has been altered in any way whatsoever or if it does not bear the raised seal of the office of issuance.

Form FS-545
1-73
1100-65789-GPO

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3.- (**Indice**)

Numero *xxxxx*

L *03874555557* P *503*

ESPAÑA

Nº *43243233432 /01*

MINISTERIO DE JUSTICIA

REGISTRO CIVIL DE *ALMERIA*

REGISTROS CIVILES

Certificación gratuita

DATOS DE IDENTIDAD DEL DIFUNTO

Nombre *XXxxxxxxx*
Primer apellido *Xxxxxxxxxxxx*
Segundo apellido *Xxxxxxxxxxx*
hijo de *Xxxxxx* y de *Xxxxx*
Estado Soltero nacionalidad *Británica*
Nacido el día *veinte* de *Marzo*
de *mil novecientos treinta y dos*
en X*xxxxxxx*

Inscrito en el tomo_____
Domicilio ultimo_____

DEFUNCION: Hora *tres treinta* día *dos*
de *Xxxx* de *200x*
Lugar Xxxxxxxx, *Hospital Xxxxx*
Causa_____
El enterramiento será *en* *Xxxxxxxx (Xxxxxxxxx)*

DECLARACION DE D. *Xxxxxxxxxxxxxxxx*
En su calidad de *hermano*
Domicilio *Xxxxxxxxxxx xx*
Comprobación: Médico *D. Xxxxxxxxxxxxxxxx*
Colegiado núm. *xxxxxx* número de parte *xxxxxxxx*
OTROS TITULOS O DATOS
_____
_____

ENCARGADO D. *Xxxxxxxxxxxxx*
SECRETARIO D. *Xxxxxxxxxxx*
A las *xx* horas del xx de *xxxxxxx*
de *dos mil tres*

REGISTRO CIVIL DE ALMERIA)

CERTIFICO: Que la presente certificación literal expedida con la autorización prevista en el articulo 26 del Reglamento del Registro Civil contiene la reproducción integra del asiento correspondiente obrante en el Tomo xxx Pagina xx de la sección xx de este Registro Civil. (*firma*)

Almería xx Feb 2003

EL SECRETARIO
Secretario D. Xxxxxxxxxxx

(firma)
(sello: REGISTRO CIVIL ALGECIRAS)

==========

4.- (**Indice**)

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
OFFICE OF VITAL RECORDS
125 WORTH ST., NEW YORK. N.Y. 10013

EXEMPLIFICATION OF BIRTH OR DEATH RECORD

I,_____Deputy City Registrar of the Office of Vital Records of the Department of Health of the City of New York do hereby certify that the foregoing transcript is a true copy of the original record now on file in the Department of Health of the City of New York, this being a department of the Municipal Corporation known as the City of New York; that I have compared the said transcript with the original record on file in the Department of Health and that the same is a correct transcript of said original record, and of the whole thereof; that the seal thereon impressed is the official seal of the Board of Health of the Department of Health of the

City of New York, and I further hereby certify that I am Deputy City Registrar of the Office of Vital Records in the said Department of Health in the City of New York, where the said certificate and record is on file, and that I am authorized to certify the said record in accordance with Section 17-102 (Sub b) of the Administrative Code of the City of New York.

The foregoing transcript is a true copy of said original record, identified as Certificate Number 0-777884482 Year 1999, Borough of Birth or Death:_____

In witness whereof I have hereunto set my hand and caused the seal of the Board of Health of the Department of Health of the City of New York to be affixed this xxth day of June in the year 1988.

Signature: (signature)

(seal: County Clerk)

VR 68 (REV. 17/AM)

CERTIFICATE OF DEATH

DATE FILED xx/xx/xx CERTIFICATE Nº xxxxxxxxxxx

NAME OF DECEASED (Type or Print): *XXXXX* (First Name) *XXXXX* (Middle Name) *XXXXXXX* (Last Name)

MEDICAL CERTIFICATE OF DEATH (To be filled in by the Physician)

2. PLACE OF DEATH 2. NEW YORK CITY 2a. BOROUGH: *Brooklyn*

2b. Name of Hospital or other facility (if not facility, street address): *XXX Medical Center*
2c. If in hospital or other facility: 1) DOA 2) Emerg. 3) Outpatient 4) Inpatient *X*
2d. If inpatient, date of current admission (month/day/year): *xx/xx/xx*
3a. Date and Hour of Death (month/day/year): *xx/xx/xx* 3b. HOUR: 8:35 AM
4. SEX: *Male* 5. APPROXIMATE AGE: *xx*

6. I HEREBY CERTIFY THAT: (check one)
1) I attended the deceased 2) A staff physician attended the deceased *X*
3) Dr. _____ attended the deceased
from *April 15th 1998* to *June 21st 1998* and last saw him alive at: *5.43 PM* on *June 21st 1998*

I further certify that traumatic injury or poisoning DID NOT play any part in causing death, and that death did not occur in any unusual manner and was due entirely to NATURAL CAUSES. See first instructions on reverse of certificate.

Witness my hand this *21st* day of *June 1998* Signature: (*signature*)
Address: *XXXXXX xx, NY* License Nº: *XXXXXXXXXX*

PERSONAL PARTICULARS (To be filled by Funeral Director or, in case of city burial, by Physician)

7. Usual Residence a. State: *NY* 7b. County: *XXXXX*
7c. City, Town, or Location: *Brooklyn* 7d. Street & House Nº: *xxXXX* zip *xxx* Apt. Nº *xxxx*
7e. Inside City Limits: YES: *X* NO
8. Served in U.S. Armed Forces: YES NO: *X* Specify years: from----to----
9. Marital Status: (Check One): 1) Never Married 2) Married or Separated 3) Widowed 4) Divorced
10. Name of Surviving Spouse (if wife give maiden name): *Anne xxxxx*
11. Date of Birth of Decedent: Month/Day/Year *xx/xx/xx*
12. Age at last birthday: *80* If under one year: mos./days If less than 1 Day: hours/minutes
13. Social Security Nº: *xxxxxxxxxxx*
14. Usual Occupation (Kind of work done during most of the working lifetime. Do not enter retired): Medical Doctor
15. Kind of Business or Industry 16. Birthplace (City & State or Foreign State): *Spain*
16. Education (Specify only highest grade completed): Elementary/Secondary (0-12): *12*. College(1-4 or 5+): *5+*
17. Other name(s) by which the decedent was known: *xxxxxxxxxxxx*
18. Name of Father of Decedent: *XXXX xxxxx* 19. Maiden Name of Mother of Decedent: *XXXXX*
20. Name of Informant: *xxxx xxxx* 20b. Relationship to Deceased: *Wife*
20c. Address (City, State, Zip): *xxxxxx xxxxxx xxxxxx*
21a. Name of Cemetery or Crematory: *xxxxxxxxx* 21b. Location: (City, Town, State and Country) xxxx xxxxx xxxx
21c. Date of Burial or Cremation: *xx/xx/xx* 22a. Funeral Establishment: *xxxxxxxx* 22b. Address: *xxxxxxx xx*

VITAL RECORDS DEPARTMENT OF HEALTH THE CITY OF NEW YORK

This is to certify that the foregoing is a true copy of a record on file in the Department of health. The Department of Health does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

(signature) Steven P. Black CITY REGISTRAR

Do not accept this transcript unless it bears the raised seal of the Department of Health. The reproduction or alteration of this transcript is prohibited by Section 3.21 of the new York City Health Code.

VITAL RECORDS DEPARTMENT OF HEALTH THE CITY OF NEW YORK

(raised seal: DEPARTMENT OF HEALTH THE CITY OF NEW YORK)

DATE ISSUED: *XX/XX/XX* DOCUMENT NUMBER: *xxxxxxxxxxxxx*

vr 345-987rt94

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5.- (**Indice**)

MINISTERIO DE AGRICULTURA PESCA Y ALIMENTACION

Dirección Provincial de Sanidad de la Producción Agraria
Subdirección General de Sanidad Animal

C/Xxxxxxxxx, xx
Tel: xxx xxxxxx
Fax: xxx xxxxxx

Entrada n°: *xxxxxx/98*
Salida: n°: *xxxxxx*; Fecha: xx/xx/xx

REMITENTE:

Junta de Andalucía
Consejería de Agricultura y Pesca
Delegación provincial de Sevilla
Departamento de Sanidad Animal
Avda. de xxxx xxxx
41000- SEVILLA

PROPIETARIO:

No se facilita

MUESTRAS RECIBIDAS: *3 hisopos genitales de 1 caballo "xxxxx" -nombre-*

1.- hisopo de prepucio
2.- hisopo de uretra
3.- hisopo de fosa de glande

ANALISIS SOLICITADOS: *Metritis contagiosa equina*

ANALISIS REALIZADOS:

BACTERIOLOGICO:

METRITIS CONTAGIOSA EQUINA: (Taylorella equigenitalis)

Siembras en los medios de cultivo recomendados e incubación en atmósfera apropiada durante un periodo de tiempo adecuado.

1.- Ausencia
2.- Ausencia
3.- Ausencia

EL TECNICO RESPONSABLE
Fdo.: Francisco xxxx xxxxx
(firma)
(sello: Junta de Andalucía, Dirección General de Sanidad...)

V° B°
EL DIRECTOR ADJUNTO
DEL LABORATORIO DE SANIDAD ANIMAL
Fdo.: Antonio xxxx xxxxx
(firma)

MINISTERIO DE DEFENSA
JEFATURA DE CRIA CABALLAR
REGISTRO MATRICULA
ESPAÑA

CERTIFICADO DE REPRODUCTOR
Y
CARTA GENEALOGICA

PURA RAZA ESPAÑOLA

El Secretario Técnico del Registro-Matrícula

CERTIFICA: que el caballo

XXXXX (nombre del caballo) Cod.: xxxxxxxxxxx

hijo de XXXXX Cod.: xxxxxx
y de: YYYYY Cod.: xxxxxxx
nacido el día: xx/xx/xx en la ganadería XXXXXXXXX
y cuya reseña se detalla en el diagrama de identificación, ha sido declarado APTO como REPRODUCTOR de su raza.

Y para que conste y surta los efectos oportunos
en el Registro Matrícula firmo la presente.

Madrid 26 de Abril de 1999
(sello: MINISTERIO DE DEFENSA, JEFATURA DE CRIA CABALLAR
REGISTRO MATRICULA)

Fdo.: Antonio xxxxx xxxxx
(firma)

==========

(dibujo del caballo)

LADO DERECHO (RIGHT SIDE) LADO IZQUIERDO (LEFT SIDE)

LINEA SUPERIOR OJOS (UPPER EYE LEVEL)

POSTERIORES (Vista posterior)
(HIND) (Rear view)

ANTERIORES(FORE) BELFO(MUZZLE) GARGANTA(NECK)

==========

NOMBRE: XXXX CAPA: TORDA SEXO: M

CABEZA: Remolino central en línea superior de ojos, remolino cerca de nuca ambos lados, espiga en garganta, dos remolinos superpuestos en traquea con espiga descendente, mancha de carne entre ollares penetrando en ambos, mancha de carne en belfos superior e inferior.

EXTREMIDADES: ANT. IZQ.: Casco blanco y rayado
ANT. DCHA.: Casco blanco y rayado
POST. IZQ.: Casco blanco y rayado
POST DCHA.: Casco blanco y rayado

CUERPO: Remolino con espiga ascendente en pliegues de ambas babillas, remolino en vientre lado izquierdo.

CICATRICES:------

N° MICROCHIP: xxxxxxxxxxx HIERRO: XXXXX

GRUPO SANGUINEO: (A rellenar por el Registro-Matrícula)

(sello: DILIGENCIA DE LA DELEGACION
DE CRIA CABALLAR; reseñado en: Utrera; Fecha: xx/xx/xx)

Fdo.:Antonio xxxx xxxx
(firma y sello)

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6.- (**Indice**)

POLICE DEPARTMENT

MUNICIPAL BUILDING

CANTON, NEW YORK 13617

333-456-098

October 12, 1995

ROBERT A. AMES
CHIEF OF POLICE

TO WHOM IT MAY CONCERN:

The Canton Police Department has no record of Mr XXXX XXXX, DOB: 3432, residing in xxx xxx, New York.

Robert A. Ames
(signature)
Chief of Police

(sello: CONSULADO GENERAL DE ESPAÑA, NUEVA YORK)
(sello: VISTO EN ESTE CONSULADO GENERAL DE ESPAÑA
NUEVA YORK OCT 15 – 1995
EL CONSUL GENERAL)
(firma)
ANTONIO XXX XXX
CANCILLER

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7.- (**Indice**)

COMMONWEALTH OF AUSTRALIA

Marriage Act 1961

Certificate of Marriage

I, **NNN NNN NNN**

Having authority under the marriage Act 1961 to solemnise marriages, hereby certify that I have this day at

XXX,xx XXX, Queensland

duly solemnised marriage in accordance with the provisions of that Act

between **AAA AAA**
and **BBB BBB**

in the presence of the undersigned witnesses

Dated this **16th** day of **February**, **2002**

Signature of Celebrant <**signature**>

Signatures of Parties to the Marriage BRIDEGROOM <signature> BRIDE <signature>

Signature of Witnesses WITNESS <signature> WITNESS <signature>

==========

8.- (**Indice**)

WESTERN STATE OF NIGERIA

CERTIFICATE OF REGISTRATION OF BIRTH

I, ***AAA AAA*** Registrar

of Births in **LAGOS CITY COUNCIL** Council

in ***LAGOS CITY*** Division of

Western State of Nigeria do hereby certify that I have this ***18th*** day

of ***JUNE,*** ***1975*** registered in folio number

xxx/xx of Birth Register,

the birth of ***XXX XXX***

Male/Female, born at ***XXXX HOSPITAL LAGOS***

on ***18th*** day of **NOVEMBER** 19***69***

the child of ***YYY YYY*** (Father's Name)

and ***ZZZ ZZZ*** (Mother's Name)

18th JUNE *1975*

Signature of Registrar <***signature***>

==========

9.- (**Indice**)

Certificate of making Decree Nisi Absolute (Divorce)

THE HIGH COURT OF JUSTICE

PRINCIPAL REGISTRY OF THE FAMILLY DIVISION

Matrimonial cause proceeding in the Principal Registry treated by virtue of Section 42 of the Matrimonial and Family Proceedings Act 1984 as pending in a divorce county court.

Between Petitioner

and Respondent

and Co-Respondent

Referring to the decree made in this cause

on the xx day of xxxxxxxx 19xx

whereby it was decree that the marriage solemnised

on the xx day of xxxxx 19xx

at xxxxxxxxxx xxxxxxxxxx xx

between xxxxx xxxxxxx the petitioner

and

xxxxxxx xxxxx the respondent

be dissolved unless sufficient caise be shown to the court within six weeks from the making thereof why the said decree should not be made absolute, and no such cause having been shown, it is hereby certified that the said decree was

on the xx day of xxxxxxxx 19xx

made final and absolute and that the said marriage was thereby dissolved.

Dated this xx day of xxxxxxxxx 19xx

NOTE:

==========

HONG KONG POLICE

HEADQUARTERS

ARSENAL STREET
HONG KONG

Our Ref. ***2347432***
Telephone: ***xxxxxxx***
Fax: ***xxxxxxxxx***

29 November 1999

Dear Sir/Madam

CERTIFICATE OF NO CRIMINAL CONVICTION

I refer to your request for a Certificate to the effect that you have no criminal convictions in Hong Kong.

Please be advised that no criminal convictions recorded against you have been traced in Hong Kong.

Yours faithfully,

(***signature***)
(*CHUNG XXX XXX*)
for ***Commissioner of Police***

Mr *WONG XXX XXX*
126 xxxx xxxx
NT

Memorandum and articles of association of Kitchen-Kit Ltd

The Companies Acts 1985 to 1989

Private Company Limited by Shares

Company Number 12121212

MEMORANDUM
AND ARTICLES
OF ASSOCIATION

KITCHEN-KIT LIMITED

Incorporated the 23rd January, 1992

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

KITCHEN-KIT LIMITED

1. The Company's name is “KITCHEN-KIT LIMITED”.

2. The Company's registered office is to be situated in England & Wales.

3. The Company's objects are:

(a) To carry on all or any of the business of advertising agents, consultants and contractors, commercial artists, lay-out specialists, designers, illustrators and draughtsmen, inventors, designers and printers of publicity and advertising media of every description, to initiate and purchase art work, photographs and printing blocks and to make all arrangements for type-setting and the insertion of advertisements, to book space in press and on television programmes, films and the like; proprietors and organizers of editorial and other public relations services, printers, tracers and engravers, studio proprietors, portrait, technical, commercial and general photographers, publishers, producers and editors of display materials, trade publications and commercial and other undertakings, exhibition contractors, sales promotion specialists and demonstrators, market research specialists, marketing consultants and advisers, manufacturers` agents and representatives and importers, exporters, distributors and factors of, and dealers in goods, wares and merchandises of every description, business and system organizers, business transfer agents, general printers and publishers; and to undertake and arrange the employment, training, instruction and engagement of demonstrators, salesmen, personalities, staff and personnel of all kinds; designers, merchant of, and dealers in commercial screens, models, figures, signs, signals, tablets and novelties of

every description and in cabinets, boxes, stands and decorative and ornamental goods, articles and materials required in connection therewith; and dealers in cameras, films and photographic materials and requisites of all kinds, electrical goods of every description, joiners, carpenters, painters and decorators, furniture removers and storers, warehousemen, carriers and general storage contractors, insurance brokers and agents, hire purchase financiers, general merchants and traders; and to buy, sell and generally deal in materials, apparatus, machinery, plant, articles and things of every kind and description capable of being used for the purpose of any of the above-mentioned business, or commonly supplied by persons engaged therein, or likely to be required by any of the customers of the Company.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.

(c) To purchase and by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase , or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d`invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money upon experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying or proposing to carry on any of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts of things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or

authority (supreme, municipal, local, or otherwise) that may seem conductive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangement which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist the Company or to enhance the value of any property or business of the company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agent or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as

paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and or their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (and in so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conductive to the attainment of the Company's objects or any of them.

AND so that:

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full power to exercise each and every one of the objects specified in each subclause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word “Company” in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression “the Act” means the Company's Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to included a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.

5. The Company's share capital is L1000 divided into 1000 shares of L1 each.

We , the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the numbers of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each subscriber
1. Perfect Companies Limited 24, Stanton Road London S2 7UB	- One
2. Qwick Incorporations Limited 12, Campton Street London W2 7BU	- One
Total shares taken	- Two

Dated the 8th day of October, 1995

Witness to the above signatures: Barry Brambles

12 Campton Street

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

KITCHEN-KIT LIMITED

PRELIMINARY

1. (a) The regulations contained in Table A in the Schedules to the Companies (Tables A to F) Regulations 1985 (SI 1985 N° 805) as amended by Companies (Tables A to F) (Amendment) Regulations 1985 (SI N° 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, bu so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

(2) (a) Shares which are comprised in the authorized share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorized share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the same period, accepted all of the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such an offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor that the terms on which

they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorized for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorized share capital with which the Company is incorporated at any time or times during the period of five years from the day of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under any liability to the Company, whether he shall be the sole registered holder thereof or shall be one or two more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxy; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company

6. (a) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(b) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is

willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such a manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A director, or any such other person as is mentioned in clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

GRATUITIES AND PENSIONS

10. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

11. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

THE SEAL

12. (a) If the Company has a seal it shall only be used with the authority of the Directors of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

INDEMNITY

13. (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its

provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act from and after the bringing in to force of Section 137 of the Companies Act 1989.

(c) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. (a) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (c) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(b) The shares comprised in any transfer notice shall be offered to the Members (other tan the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (c) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional share (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in

full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the numbers of shares already held by them respectively, provide that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members, or some of them, in such proportion or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(c) Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(d) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (b) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares

the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.

(f) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (d) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons but in that event even the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any such transfer and Clause 24 in Table A, shall for these purposes, be modified accordingly.

(g) In the application of Clauses 29 to 31 (inclusive) in Table A to the Company:

(i) any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

(ii) if a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (a) of this Article relating to those shares in respect of which he has still not done so;

(iii) where a transfer notice is given or deemed to be given under this paragraph (g) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (c) of this Article as the fair value thereof.

(h) Whenever any member of the Company who is employed by the Company in any capacity (whether or not he is a Director) ceases to be employed by the Company otherwise than by reason of

his death the Directors may at any time not later than six months after his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to paragraph (a) of this article and to have specified therein the fair value to be certified in accordance with paragraph (c) of this Article. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

Names and Addresses of Subscribers

.....
.....

.....
...(names and addresses)..... .....

Dated the 7th day of October, 1994

witness the above signatures, (name)

(address) London W2 7BU

STANDARD FORM 0011234221

ARTICLES OF AGREEMENT (Co-Partnership)

MADE BETWEEN:

XXXXXXXX

AND

YYYYYYYY

MADE THE 27th of January of the Year of Our Lord One Thousand Nine Hundred and Eighty Eight.

WITNESSETH: The said parties above named have agreed to become co-partners and by these presents form a partnership under the trade name and style of ZZZZZZZ, for the purpose of buying, selling, vending and manufacturing all kinds of sports fishing equipment and all other goods, wares and merchandise belonging to the said business and to occupy the following premises: xyz xyz in the city of Xyz...

Their co-partnership TO COMMENCE on third day of February of the year abovementioned.

And TO CONTINUE.....

And to that end and purpose the said CONTRIBUTION/APORTATION

xxx.xxx.xxx.00 $

yyy.yyy.yyy.00 $

to be used and employed in common between them for the support and management of the said business, to their mutual benefit and advantage.

AND it is agreed by and between the parties to these presents, that at all times during the continuance of their Co-Partnership, they and each of them will give their attendance, and do their and each of their best endeavors, and to the utmost of their skill and power, exert themselves for their joint interest, profit, benefit and advantage, and truly employ, buy, sell and merchandise with their joint stock, and the increase thereof, in the business aforesaid.

AND ALSO, that they shall and will at all times during the said Co-Partnership, bear, pay and discharge equally between them, all rents and other expenses that may be required for the support and management of the said business; and that all gains, profit and increase, that shall come, grow or arise from or by means of their said business shall be divided between them as follows:

YYY/aaa YYY/bbb

and all loss that shall happen to their joint business by ill-commodities, bad debts or otherwise shall be borne and paid between them as follows:

in the same proportion abovementioned for profits.

AND IT IS AGREED by and between the said parties that there shall be had and kept at all times during the continuance of their co-partnership, perfect, just, and true books of account, wherein each of the said co-partners shall enter and set down, as well all money by them or either of them received, paid, laid out and expended in and about the said business, as also all goods, wares, commodities and merchandise, by them or either of them, bought or sold, by reason or on account of the said business, and all other matters and things whatsoever, to the said business and the management thereof in anywise belonging; which said book shall he used in common between the said co-partners, so that either of them may have access thereto, without any interruption or hindrance of the other.

AND ALSO, the said co-partners, once in (periods of time...) or oftener if necessary, shall make, yield and render, each to the other, a true, just and perfect inventory an account of all profits and increase by them or either of them made, and of all losses by them or either of them, sustained; and also all payments, receipts, disbursements and all other things by them made, received, disbursed, acted, done, or suffered in this said co-partnership and business, and the same account so made, shall and will clear, adjust, pay and deliver, each to the other, at the time, their just share of the profits so made as aforesaid.

AND the said parties hereby mutually covenant and agree, to and with each other, that during the continuance of the said co-partnership, neither of them shall nor will endorse any note, or otherwise, become surety for any person or persons whomsoever, nor will sell, assign, transfer, mortgage or otherwise dispose of the business of the co-partnership, nor each of ----- share, title and interest therein without the written consent of the parties hereto. And at the end or other sooner termination of their co-partnership the said co-partners each to the other, shall and will make a true, just and final account of all things relating to their said business, and in all things truly adjust the same; and all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts or otherwise, shall be divided between them as follows:

XXXXXXX/a

YYYYYYY/b

after the payment of the co-partnership liabilities; and should said co-partners be unable to ascertain the value of any of the assets belonging to the co-partnership at the termination of their co-partnership, the said assets shall then be sold either at private or public sale to be agreed upon by the parties hereto and a division of the proceeds of said sale shall be made as herein provided.

IT IS FURTHER AGREED that during the continuance of the co-partnership herein, all notes, drafts or money received for and in behalf of the said co-partnership by the parties hereto shall he deposited in a bank to be agreed upon by the parties hereto and the moneys credited to said co-partnership shall only be withdrawn by check signed by ---

IT IS FURTHER AGREED that during the continuance of said co-partnership the parties hereto shall mutually agree in writing upon a weekly allowance, to be paid to each of the parties hereto for services to be rendered, and said allowance shall be charged as an item of expense of the co-partnership business, or if otherwise agreed upon in writing may be charged against their personal interest in said business.

IN THE EVENT of the death of a party hereto, the surviving co-partner shall within a period of THREE weeks, make and give, to the legal representative of the deceased co-partner, a true, final and just account of all things relating to the co-partnership business, and within a period of THREE months, in all things truly adjust the same with the legal representative of the deceased co-partner. The surviving co-partner shall have the privilege of purchasing the interest of the deceased co-partner from his legal representative upon a true and proper valuation of the interest of the deceased co-partner; and until the purchase of said interest by the surviving co-partner, or a division as herein agreed upon, the legal representative of the deceased co-partner during reasonable business hours shall have access to the books of the co-partnership and examine same personally or with the aid of other persons and make copies thereof or any portion thereof without any interruption or hindrance, and the said legal representative of said deceased co-partner shall have equal and joint control of the said co-partnership with the surviving partner or partners.

THIS INSTRUMENT MAY NOT BE CHANGED ORALLY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

IN PRESENCE OF: fffff & ggggggg

STATE OF: cccccc

COUNTY OF: dddddd

SS.

Date abovementioned

(signatures of co-partners and witnesses)

MEG

-

MIDLAND EXAMINING GROUP

General Certificate of Secondary Education

This is to certify that in the examination held in the

SUMMER OF 1996

PETER XXX XXX

Date of Birth: xxx xxx xxx

achieved the following results in 7 (Seven) subjects:

FRENCH	**GRADE A(a)**
ENGLISH LITERATURE	**GRADE B(b)**
ENGLISH	**GRADE B(b)**
GERMAN	**GRAD E D(d)**
SCIENCE: PHYSICS	**GRADE C(c)**
HISTORY	**GRADE C(c)**
SCIENCE: CHEMISTRY	**GRADE C(c)**

****

The Midland Examining Group is recognised by the Secretary of State for Education as an approved examining body for the General Certificate of Secondary Education

(signature) **(signature)**

Under Secretary Chief Executive

Department of Education and Employment Midland Examining Group

Candidate Number xxxxxxx **Certificate Number xxxxxx**

Oxford and Cambridge Examinations and Assessment Council

General Certificate of Education

This is to certify that in the examination of **June 1999**

PETER XXX XXX

Date of Birth: 15 June, 1975

was awarded the five results shown below:

ADVANCED LEVEL

FRENCH	**GRADE C (c)**
(Oral Grade D (d)	
SPANISH	**GRADE A (a)**
(Oral Grade A (a)	
HISTORY	**GRADE C (c)**

……

(signature)
Vice-Chancellor
University of Oxford

(signature)
Vice-Chancellor
University of Cambridge

(signature)
Under Secretary
Department of Education and Employment

THE DEPARTMENT FOR EDUCATION AND EMPLOYMENT accepts the examinations as reaching the approved standard.

Candidate Number: xxxx xxxx **Certificate Number: xxxxxxx**

The Leaving Certificate

The **Leaving Cert**ificate examination is held at the end of the **Senior Cycle** in **post-primary schools**. It is the terminal examination of **post-primary education**. The **Senior Cycle** caters for pupils in the 15 to 18 year old age group. Students normally sit for the examination at the age of 17 or 18, after 5 or 6 years of post primary education.

Pupils following the established **Leaving Certificate Programme** must take at least five subjects, including Irish. The **subject syllabuses** of this programme are being revised at present to give them a greater **vocational** orientation. The revision is taking place on a phased basis.

The Leaving Certificate Vocational Programme

The Leaving Certificate Vocational Programme (**LCVP**) is the normal Leaving Certificate Programme with a concentration on technical subjects and some additions. Because of its high vocational content, it attracts funding from the European Social Fund. It was first introduced in 1989. In 1994, it was expanded to broaden the choice of subjects and to strengthen the vocational content of the programme by including three link modules on **Enterprise Education**, **Preparation for Work** and Work Experience.

Pupils taking the LCVP in its redesigned form take:

- five Leaving Certificate subjects, including two subjects to be chosen from a set of vocational subjects.
- a recognised course in a **modern** European **language**
- the three **mandatory Link Modules**.

The Leaving Certificate Applied

The Leaving Certificate Applied is a **self-contained** two year programme replacing and expanding on the existing **Senior Certificate** and **Vocational Preparation and Training Programme**. It is a person-centred programme involving a **cross-curricular** approach rather than a subject based structure. It has as its primary objective the preparation of participants for adult and working life through relevant learning experiences which develop the following areas of human endeavour; spiritual, intellectual, social, emotional, aesthetic and physical. The framework of the Leaving Certificate Applied consists of a number of modules grouped under three general headings.

- General Education (at least 30% of the time)
- Vocational Education (at least 30% of the time)
- Vocational Preparation (at least 25% of the time)

The Leaving Certificate Applied is intended to meet the needs of those students who either chose not to opt for other Leaving Certificate Programmes or who are not adequately catered for by other Leaving Certificate Programmes.

While certification in the Leaving Certificate Applied will not be a qualification for direct entry to third-level courses, students who successfully complete the programme will be able to proceed to many **Post-Leaving Certificate** courses.

To support this process, the Leaving Certificate Applied will be fully integrated into the system for a certification of educational and training qualifications being developed by **TEASTAS** the Irish National Certification Authority.

Junior Cycle / Senior Cycle / Transition Year Programme / Leaving Certificate

Palestinian National Authority

Ministry of Education

CERTIFICATE OF GENERAL SECONDARY EDUCATION EXAMINATION

Transcript of Grades / Scientific Stream

Name: **xxx xxx xxx**

Seat Number: **xxxxxxxx**

School: **Arab Evangelical Episcopal School**

District: **xxxxxxxx**

Subject	Final Score				
	Maximum Grade	Minimum Grade	In Figures		In Words
			1997	1998	
Islamic Education	100	50		95	Ninety Four
Arabic Language	200	100		198	One Hundred & Ninety Eight
Mathematics	200	100		150	One Hundred & Fifty
English Language	200	100		195	One Hundred & Ninety Five
Physics	240	120		200	Two Hundred
Chemistry	160	80		95	Ninety Five
Biology	100	50		95	Ninety Five
Grand Total	1000	500		95x	Ninety Hundred and Fifty x

Percentage Average……9x.x Ninety x point x

Result: **PASS** Date: xx/xx/2000

Written by: Computer

Checked by: (signature)

Official Stamp: (stamp: Palestinian National Authority; Ministry of Education; Directorate General of Examinations)

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*Grand Total = The sum of scores in Arabic Language, English Language, Mathematics, Physics and the highest two scores from the remaining subjects

*Percentage Average = Grand Total/10

*The Examination was based on the Jordanian Curriculum

THE BRITISH EDUCATIONAL SYSTEM

The British educational system differs in a number of respects from the educational systems operated by many of our European partners. One important difference is that students tend to specialise more extensively in their **School Leaving Certificates** (**A Levels**) which qualify them for entry into **Higher Education** (which normally takes place at **University**). This in turn means that **undergraduate degrees** often take less time to complete (3 or 4 years) than they do in Europe. A summary of the typical route into Higher Education is shown below.

General Certificate of Secondary Education (GCSE)

Students study in from the age of 13 to 16 a range of subjects (from 5 to 11 subjects but normally 8). These subjects are examined in the 5th Form of Secondary School by taking GCSE examinations.

A Levels

Students may stay for a further 2 years in their Secondary School to study normally 3 subjects at **A Level**. They join the **Lower Sixth Form** and progress to the **Upper Sixth Form**. Some students may take A Levels at a Sixth Form College or a College of Further Education. The choice of A Levels will determine the subject a student can study at University. Engineering courses, for example, will normally require Maths and Physics.

Undergraduate (or First) Degrees

Typically, this is a **Bachelors Degree** which is termed a **BSc** for a Science Degree, a **BA** for an Arts Degree, or more recently, a **BEng** for an Engineering Degree. They normally take 3 years to complete. However, some degrees may take 4 years to complete if they include i) a year abroad, ii) an industrial placement or iii) an additional subject.

A new development is the introduction of the **Masters of Engineering (MEng)**. This can be a little confusing as the MEng is still an **undergraduate degree**. It is however an enhanced 4 year undergraduate degree which incorporates additional subjects studied at a deeper level. Students with above average ability are normally selected for these courses which usually follow the appropriate BEng degree until the later stages of the degree.

Postgraduate Degrees

Students with good grades in their undergraduate degree may choose to take a **Masters Degree (MSc or MA)** which takes a minimum of 1 year to complete. This may be a taught Masters which typically involves 6 months of intensive tuition followed by 6 months of project work resulting in the submission of a **dissertation**.

Alternatively, students may register for a **Masters Degree by Research** which results in the submission of an MSc Thesis. Students wanting to continue to study for a **PhD** will undertake a

further 2 years minimum of research following the award of their MSc (irrespective of whether this was by research or taught course). In some situations, a student may transfer from MSc to PhD so that they follow a three year research programme for PhD without first obtaining a MSc.

University:

Once at University, a number of other differences may become apparent which may include:

Most subjects within a course are taught over the one or two semesters. They may be integrated with other courses running at the same time or provide the basis for subsequent courses. Consequently, there is often less flexibility to choose different options in the early stage of the degree in contrast to the **modular system** used elsewhere in Europe and in the States. While options are an important part of most courses, these occur most commonly in the final year of the degree. Again, as our educational system is beginning to diversify, a number of institutions are moving to a truly modular system.

Britain does lag behind many European countries in the proportion of young people in University Education. Selection for a University place is competitive with students' chances of admission being determined by their qualifications, the number of places available and the popularity of the course. As the number of students on a course is planned it is possible to ensure that there are sufficient facilities for each student. As students are selected for their ability to follow the course, the **drop out** rate is normally low and students are expected to attend all formal teaching periods (see below for more details on study methods).

Most students have their course fees paid for them by their Local Government in addition to a **student grant**, the level of which is determined by the parents' income. Students therefore tend to see themselves as living independently of their parents at least during term time and so their choice of university need not be determined by where they live. Recently, however, part of the grant has been replaced by a **government loan**. The level of the remaining grant has been frozen and the loan component will now gradually increase until it is equivalent to the current level of the grant. Many argue that these changes, which have also included preventing students from claiming other financial benefits, have left students with a much lower level of income. Students are therefore becoming more dependent upon their parents for extra financial help and increasing numbers of students feel they need to take part time work during their degree.

All students are automatically members of their **Students Union** which is run by students for students and provides facilities, services and advice. Students are also represented on most of the university committees by elected representatives either from the Students Union or from individual departments.

Study methods

The purpose of this section is to give a brief description of the range of study methods you are likely to encounter within an undergraduate course or during the taught course component of an MSc. You may find that they differ little or not at all from those at your own university. However, we know that the approach to teaching does differ from some of our continental partners and so the notes may be useful for some of you.

You are usually expected to **enrol** on specific course units very soon after your arrival. We do not follow the practice of students turning up to a large number of courses with the intention of narrowing down the choice after a few weeks. In most cases, the Tutor responsible for you will have already drawn up a suitable programme for you following advice from your home institution. If the department you are entering is participating in the **European Credit Transfer System** (**ECTS**) then you should already have had a Learning Agreement drawn up for you.

Principal teaching methods

The Lecture

Lectures can be given to quite large audiences, especially during the first year of a degree, or to quite small groups as in the case of student who attend specialised options in their final year. Students are not expected to ask questions in the middle of a lecture, especially if large numbers of students are involved, but many lecturers will invite questions at the end. While students are expected to go to all the lectures, this is not strictly policed. If a student does miss a lecture, they are advised to borrow a classmate's notes as textbooks can rapidly become out of date.

Laboratory Practicals

Students may be asked to work as individuals, in pairs or in small groups. In most cases, students will be asked to 'write up' the work and this will generally be assessed with the mark contributing to their overall exam result. Attendance in practical classes is normally a requirement for a degree and poor attendance can mean that a student can fail the year even though their overall marks are sufficient to pass.

Projects:

Most students will undertake at least one major **project** which will generally be in the final year. The work will often be in one of the research laboratories and students normally choose, within the confines of the project, how much time to spend on it. It is not uncommon for final year students to spend too much time on their project as this is generally much more interesting than revising ! In some departments, students are asked to give formal presentations on the results of their projects.

Seminars and Tutorials

Seminars and Tutorials tend to vary considerably depending upon the department. Seminars involve the introduction of a particular subject, by either a Tutor or a guest speaker, which is then followed by questions and answers. Tutorials can involve small groups exploring areas in a more informal way and can include students being asked to undertake certain tasks. Larger tutorials may involve students working through question sheets with staff on hand to help with difficulties as they arise.

Examinations and Continuous Assessment

Most courses will involve some form "**continuous assessmen**t" of students. This means that marks obtained for essays, projects and laboratory work during the year are taken into account when deciding the final mark for the course unit concerned. Work to be assessed must be submitted by the deadline given. In certain circumstances, extensions to the deadline may be given providing students give good reasons to the lecturer concerned before the deadline had passed.

The other main way of assessing students is the **written examination** which is usually of three hours duration. Timetables for written examinations are normally displayed in the departments and in the Main Building corridor between rooms B9 and B13. It is the student's responsibility to ensure that they are registered in advance for the examinations they need to take. You should check what items you are allowed to take into the examination room. Normally, you are only allowed pen and paper but some courses may permit a calculator or other special aids. On some occasions, such as some first year exams, students are allowed to take in a dictionary which must be approved first by the student's personal or course Tutor. **Oral examinations** are rarely used in British universities for undergraduate degrees except to determine the final classification of a student's degree in cases of doubt.

EDUCATION IN ANGLO-SAXON COUNTRIES

Elementary education (also called **primary education**) is the first stage traditionally found in most countries educational systems, beginning at about age 5 to 7 and ending at about age 11 to 13. In the U.K. and some other countries, the term primary is used instead of **elementary**. In the USA the term **primary** customarily refers to only the first three years of elementary education: **grades** 1 to 3. Elementary education is often preceded by some form of **preschool** for children age 3 to 5 or 6 and is often followed by **secondary education**.

The United States, which has a decentralized system of education, generally has **nursery schools** and **kindergartens** integrated with the elementary schools. The elementary-secondary period overall is **12 years long** (not counting a one- or two-year kindergarten), but the subdivision of these years varies, including eight-four or six-six (**elementary school** and **high school**), six-three-three (**elementary** school, **junior high** school, and **senior** high school), and four-four-four (**primary** school, **middle** school, and **high** school), and some modifications of these patterns.

In some countries (e.g., the United States), ecclesiastical and other religious bodies maintain elementary, secondary, and higher schools separate from the public-school systems.

secondary education, the second stage traditionally found in formal education, beginning about age 11 to 13 and ending usually at age 15 to 18. The difference between elementary and secondary education has gradually become less marked, not only in **curricula** but also in organization. The proliferation of **middle** schools, **junior** schools, **junior high** schools, and other divisions has produced systems with more than two stages.

The British system

Compulsory education in England begins at age 5 and continues to age 15. Formal school attendance begins with age 5, when the child enters the two-year **infant** school or department. Between the ages of 7 and 9, the student attends the **junior** school. Great Britain's current system of secondary education is the successor to a slightly older system that assigned students at age 11 to one of **three types of schools** by means of selection tests. From the 1950s and '60s these schools were gradually replaced by a single type of school called a **comprehensive school**, which admits children irrespective of ability or aptitude and which offers both academic and vocational programs under one roof. In Britain the first stage of education is called **primary** education and includes students from ages 5 (4 in Northern Ireland) to 11 (12 in Scotland). About 90 percent of students then attend comprehensive schools. These schools are organized in various ways, serving ages 11 to 18; 11-12 to 16; or 12-14 to 16-18.

Most of the remaining students receive secondary education in **secondary modern** or **grammar schools** (remnants of the old school system), to which they are assigned after selective procedures at age 11. The Education Reform Act 1988 established a national curriculum and regular assessment of performance for children of ages 5 to 16 in all state schools in England and Wales. Similar legislation was passed in Northern Ireland in 1990. In England, Scotland, and Wales parents have a statutory right to express preference for a specific school.

Those students seeking university entrance must successfully complete a series of examinations that result in the **General Certificate of Education (GCE).** These examinations have

two levels: **ordinary** and **advanced**. Entry to a university requires a prescribed combination of passes on the ordinary and advanced level in such subjects as English, foreign language, science, and mathematics. The **sixth-form curriculum** (i.e., that of the last two years of secondary school) is largely oriented toward preparation for the advanced-level examination and provides specialization. In Britain a small group of independent schools also exists. These primary and secondary schools are financially self-supporting. The best known of the independent schools are the **"public schools,"** some of which, like Eton and Harrow, have long maintained a distinguished reputation.

The U.S. system.

Historically, the United States has made little distinction between primary and elementary education, i.e., between those lower schools that prepared students for advanced (or higher) education and those schools that merely provided literacy and some general education for larger groups of children. This heritage has led in the United States to a single system of elementary and secondary education for the great majority of its students. In the USA, education is the responsibility of the individual states; therefore, some variation in structure exists. Typically, however, students at the age of 13 or 14 enter a neighbourhood secondary school; the education there usually lasts for four years, and the students **graduate** at age 18 on average. In the United States, more than 80 percent of the secondary-age groups attend secondary school.

The American goal for decades has been to provide secondary education for all within a single type of institution popularly referred to as the **comprehensive high school**.Comprehensive schools usually include a broad program of general and specialized curricula

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THE PEOPLE'S INSURANCE COMPANY OF CHINA

THE PEOPLE'S INSURANCE COMPANY OF CHINA

OCEAN MARINE CARGO CLAUSES

SCOPE OF COVER:

This insurance is classified into the following three conditions: Free from Particular Average (F.P.A.), With Average (W.A.) and All Risks. Where the goods insured thereunder sustain loss or damage, the Company shall undertake to indemnify therefore according to the insured condition specified in the policy and the provisions of these clauses:

FREE FROM PARTICULAR AVERAGE (F.P.A.)

This insurance covers:

Total or constructive total loss of the whole consignment hereby insured caused in the course of transit by natural calamities: heavy weather, lighting, tsunami, earthquake and flood. In case a constructive total loss is claimed for, the Insured shall abandon to the Company the damaged goods and all his rights and title pertaining thereto. The goods on each lighter to or from the seagoing vessel shall be deemed a separate risk. “Constructive total loss” refers to the loss where an actual total loss appears to be unavoidable or the cost to be incurred in recovering or reconditioning the goods together with the forwarding cost to the destination named in the policy would exceed their value on arrival.

Total or partial loss caused by accidents- the carrying conveyance being grounded, stranded, sunk or in collision with floating ice or other objects as well as fire or explosion.

Partial loss of the insured goods attributable to heavy weather, and/or tsunami, where the conveyance has been grounded, stranded, sunk or burnt, irrespective of whether the event or events took place before or after such accidents.

Partial or total loss consequent on falling of entire package or packages into the sea during loading, transshipment or discharge.

Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the policy, provided that such cost shall not exceed the sum insured of the consignment so saved.

Losses attributable to discharge of the insured goods at a port of distress following a sea peril as well as special charges arising from loading, warehousing and forwarding of the goods at an intermediate port of call or refuge.

Sacrifice in and contribution to General Average and Salvage charges

Such proportion of losses sustained by the Shipowners as is to be reimbursed by the cargo owner under the Contract of Affreightment ”Both to Blame Collision” clause.

WITH AVERAGE (W.A.):

Aside from the risks covered under F.P.A. condition as above, this insurance also covers partial losses of the insured goods caused by----

ALL RISKS:

Aside from the risks covered under F.P.A. and W.A. conditions as above, this insurance also covers all risks of loss or of damage to the insured whether partial or total, arising from external causes in the course of the transit.

II. EXCLUSIONS:

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the insured.

2. Loss or damage falling under the liability of the Consignor.

3. Loss or damage arising from the inferior quality or shortage of the insured goods prior to the attachment of this insurance.

4. Loss or damage arising from normal loss, inherit vice or nature of the insured goods, loss of market, and/or delay in transit and any expenses arising therefrom.

5. Risks and liabilities covered and excluded by the Ocean Marine (Cargo), War Risk Clauses and Strike, Riot and Civil Commotion Clauses of this Company.

III. COMMENCEMENT AND TERMINATION OF COVER.

1. Warehouse to Warehouse Clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the policy for the commencement of the transit and continues in force in the ordinary course of transit including sea, land and inland waterway transits and transit in lighter until the insured goods are delivered to the Consignee's final warehouse or place of storage at the destination named in the policy or to any other place used by the Insured for allocation or distribution of the goods or for storage other than in the ordinary course of transit. This insurance shall, however, be limited to sixty (60) days after completion of discharge of the insured goods from the seagoing vessel at the final port of discharge before they reach the above mentioned warehouse or place of storage. If prior to the expiry of the above mentioned sixty (60) days, the insured goods are to be forwarded to a destination other than that named in the policy, this insurance shall terminate at the commencement of such transit.

2. If, owing to delay, deviation, forced discharge, reshipment or transshipment beyond the control of the Insured or any change or termination of the voyage arising from the exercise of a liberty granted to the Shipowners under the Contract of Affreightment, the Insured goods arrive at a port or place other than that named on the policy, subject to immediate notice been

given to the Company by the Insured and an additional premium being paid. If required, this insurance shall remain in force and shall terminate as hereunder:

1) If the insured goods are sold at port or place not named in the policy, this insurance shall terminate on delivery of the goods sold, but if no event shall this insurance extend beyond sixty (60) days after completion of discharge of the insured goods from the carrying vessel at such port or place.

2) if the insured goods are to be forwarded to the final destination named in the policy or any other destination, this insurance shall terminate in accordance with section 1 as above.

IV. DUTY OF THE INSURED:

It is the duty of the insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss and when such failure prejudice the rights of the Company:

1. The insured shall take delivery of the insured goods in god time upon their arrival at the port of destination named in the policy. In the event of any damage to the goods, the insured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the policy, if the insured goods are found short in entire package or packages or to show apparent trace of damage, the Insured shall obtain from the Carrier, Bailee or other relevant Authorities (Customs and Port Authorities etc.) certificate of loss or damage and/or shortlanded memo. Should the Carrier, Bailee or other relevant Authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim.

2. The insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing a loss or damage hereto. The measures so taken by the Insured or by the Company shall not be considered respectively as a waiver of abandonment hereunder, or as an acceptance thereof.

3. In case of a change of voyage or any omission or error in the description of the interest, the name of the vessel or voyage, this insurance shall remain in force only upon prompt notice to this Company when the Insured becomes aware of the same and payment of an additional premium if required.

4. The following documents should accompany any claim hereunder made against the Company.....original policy, bill of lading, invoice, packing list, tally sheet, weight memo, certificate of loss or damage and/or shortland memo, survey report, statement of claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

5. Immediate notice should be given to the Company when the cargo owner's actual responsibility under the Contract of Affreightment "Both to Blame Collision" Clause becomes known.

V. THE TIME OF VALIDITY OF A CLAIM

The period of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the seagoing vessel at the final port of discharge.

THE PEOPLE'S INSURANCE COMPANY OF CHINA OCEAN MARINE CARGO WAR RISK CLAUSES

I. SCOPE OF COVER

This insurance covers:

1. Loss or damage to the insured goods caused directly by or consequent upon war, warlike operations, hostile acts, armed conflicts--- or piracy.

2. Loss or damage caused by capture, seizure, arrest, restraint or detainment arising from the events in section 1 above.

3. Loss or damage caused by conventional weapons of war, including mines, torpedoes or bombs.

4. Sacrifice in and contribution to General Average and Salvage charges arising from the risks covered hereunder.

II. EXCLUSIONS:

This insurance does not cover:

1. Loss, damage or expenses arising from any hostile use of atomic or nuclear weapons of war.

2. Any claim based upon loss of, or frustration of, the insured voyage caused by arrest, restrain or detainment by any executive authorities, authorities in power or any other armed groups.

III. COMMENCEMENT AND TERMINATION

1. This insurance shall attach from the time the insured goods are loaded on the seagoing vessel or lighter at the port of shipment named in the policy until discharged overside from the seagoing vessel or lighter at the port of destination named in the policy. If the insured goods are not discharged therefrom, the longest duration at the port of discharge shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port. Anchoring, mooring or securing at a berth or place within the harbour shall be deemed as vessel's arrival. In the absence of such berth or place, the vessel's arrival refers to the vessel's first anchoring, mooring or securing either at or off the intended port or at or near the place of discharge.

2. In case of transshipment at an intermediate port, regardless of whether or not the insured goods are unloaded, the longest duration of this insurance at such port of transshipment shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port or place of. However, this insurance shall reattach when the insured goods are loaded on the oncarrying seagoing vessel.

3. If the Contract of Affreightment is terminated at a port or place other than the destination named in the policy, such port or place shall be deemed the destination under the policy and this insurance shall terminate according to section III above. If the insured goods are to be reshipped to the original or to any other destination, this insurance shall reattach when the goods are loaded on the oncarrying vessel or lighter provided notice is given to the Company and an additional premium is paid prior to the commencement of such further transit.

4. This insurance shall remain in force during any deviation, change of voyage, variation of adventure arising from the exercise of a liberty granted to the Shipowners under the Contract of Affreightment subject to immediate notice to the Company and payment of an additional premium when such an event comes to the knowledge of the Insured.

NOTE:

These clauses are the clauses of an additional insurance to the Ocean Marine Cargo Insurance of the Company. In case of conflict between any clauses of these clauses and the Ocean Marine Cargo Clauses, these clauses shall prevail.

(*sello*) (*sello*) (*póliza 25pts*) **1J6231999**

(sello:xxx xxx xxx

NOTARIO

Teléfonos: xxx xxx

dirección XXX XX)

(SELLO DEL COLEGIO DE NOTARIOS DE ESPAÑA)

PODER GENERAL PARA PLEITOS

DON AAA AAA AAA

NUMERO SETECIENTOS CINCUENTA Y SEIS.

EN MADRID a treinta y uno de enero de mil novecientos noventa y cinco.

Ante mí, AAA AAA AAA, Notario del Ilustre Colegio de esta Capital, con residencia en la misma,

COMPARECE:

DON xxx xxx xxx, mayor de edad, casado, aparejador y vecino de Madrid con domicilio en la calle ccc , con D.N.I. número nnnnnn.

Interviene en su propio nombre y personal interés.

Tiene a mi juicio la capacidad legal necesaria para formalizar la presente escritura de PODER GENERAL PARA PLEITOS, a cuyo efecto,

OTORGA

Que confiere poder a favor de los Procuradores de los Tribunales de Madrid, DON MM MM MMM; de Sevilla DON SSS SSS SSS Y DOÑA III III III, para que en nombre del mandante, ejecuten las siguientes FACULTADES:

Comparecer y estar en juicio solidariamente, con facultades de poder general para pleitos. Es decir, para que activa o pasivamente –como parte principal, litis consorte, tercero o coadyudante—intervengan y actúen en toda clase de hechos, actos y negocios jurídicos procesales o prejudiciales (incluso en actos de conciliación, con o sin avenencia), ejercitando, desistiendo, transigiendo, extinguiendo o agotando derechos, acciones o excepciones, en todas sus incidencias y recursos, ordinarios y extraordinarios, comprendidos los de queja, responsabilidad civil, casación y revisión, ante los Juzgados, Tribunales, Magistraturas, organismos, Corporaciones, Autoridades y funcionarios de cualquier ramo, grado (incluso el Supremo) y jurisdicción (comprendidas la civil – contenciosa y voluntaria --, penal – por denuncia,

querella o como parte civil --, gubernativa, contencioso y económico-administrativa, canónica, social o del trabajo, de la economía, la agricultura, la vivienda, tasas, detasas, sindical, de abastecimientos, y trasportes, o cualquier otra común o especial, ya creada o que en adelante se establezca), con cuantas facultades sean presupuesto, desenvolvimiento, complemento o consecuencia de su actuación procesal plena, hasta obtener resolución favorable, definitiva, firme y su cumplimiento.

Podrán someterse a competencias, tachar y recusar, ratificar escritos y peticiones, hacer comparecencias personales, declaraciones juradas o simples; hacer cobros, pagos y consignaciones que sean consecuencia del uso de este poder; pedir desahucios, lanzamientos y posesión de bienes; pedir, prestar, alzar o cancelar embargos, secuestros y anotaciones preventivas, así como pedir administraciones, intervenciones o cualquier otra medida de conservación, seguridad, prevención o garantía; tomar parte en subastas; solicitar la adjudicación de bienes en pago de todo o parte de créditos reclamados con este poder; instar u oponerse a autorizaciones judiciales, declaraciones de herederos, expedientes de consignación, liberación o dominio; designar peritos, síndicos, administradores, interventores y miembros de tribunales colegiados; hacer, recibir y cumplimentar requerimientos y notificaciones judiciales y notariales.

Aplicación Arancel, Disposición Adicional 3ª. Ley 8/89. DOCUMENTO SIN CUANTÍA.

Así lo otorga el señor compareciente, quien, cumplidos los requisitos de lectura de esta escritura, conforme al párrafo primero del artículo 193 del Reglamento Notarial, le presta su consentimiento y la firma conmigo, el Notario, que doy fe de su total contenido, de que la identificación del señor compareciente la realizo a través de su reseñado documento nacional de identidad, concordando los datos personales, fotografía y firma que en él aparecen con los del otorgante y de que el presente instrumento público queda extendido sobre tres folios de papel exclusivo para documentos notariales de la serie 1J., números 6.22222, su siguiente en orden correlativo y el del presente.

Están las firmas del señor compareciente y del Notario autorizante.

Signado.- Rubricados y sellado.---

DOY FE de que es copia fiel de su matriz con la que concuerda y en donde queda anotada y a instancia del señor compareciente la libro en tres folios de papel exclusivo para documentos notariales de la serie 1J., números 6.22222, su siguiente en orden correlativo y el presente. En Madrid el mismo día de su otorgamiento

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GENERAL POWER OF ATTORNEY

I, Xxxxxx Xxxxxx, of Aaaaaaaa, hereby appoint Yyyyy Yyyyyy, of Bbbbbbb, as my attorney in fact to act in my capacity to do every act that I may legally do through an attorney in fact. This power shall be in full force and effect on the date below written and shall remain in full force and effect until (*date*) or unless specifically extended or rescinded earlier by either party.

Dated XXXX XX, 19XX

By: ZZZZ ZZZZZ

STATE OF ..... COUNTY OF .....

BEFORE ME, the undersigned authority, on this xx day of Yy, 19xx, personally appeared Xxxx Xxxx to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: (*date*)

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In the city of Dublin, Republic of Ireland, on the 3rd day of November, 1995.

BEFORE ME

practising in the said City and duly empowered in accordance with Irish Law to attest documents and public instruments which are going to take effect in foreign countries,

THERE APPEARS

XXXXX of full age, of Irish Nationality, Company Director, married, domiciled at xx xx xx, Dublin 14, Ireland, holder of Passport nº: xxxxx, issued in London, on the 3rd of September, 1987.

I know the personal particulars of the Appearer, from his statements and from his personal documentation in force which he shows to me.

The Appearer acts in his capacity as Director of the Irish Company known as CCCCC, with its registered office at Dublin, xxxxx, Ireland (incorporated on 10th August, 1983) and registered in the Companies Registration Office of Ireland under number xxxx.

I certify that I know the appearer and that the said Company is duly incorporated, authorised and in existence according to the Irish Law in force to this effect.

To prove his capacity and the power he has to represent the said Company in this act, the Appearer shows me the Memorandum and Articles of Association of the said Company. The extracts of these documents, which have been mentioned to me as relevant, are inserted hereinafter, after assuring myself by personally checking the same that they are not restricted at all by whatsoever is omitted therefrom:

Article 80

"The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the company and may exercise all such powers of the company as are not, by the Act or by these regulations required to be exercised by the Company in general meeting, subject, nevertheless, to any of these regulations, to the provision of the Act and to such directions, being not inconsistent with the aforesaid regulations or provisions, as may be given by the Company in general meetings; but no direction given by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that direction had not been given."

Article 81

“The Directors may from time to time and at any time by Power of Attorney appoint any company, firm or person or body of person, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations and for such period and subject to such conditions as they think fit, and any such power of attorney may contain such provisions as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him”.

I, the attesting Notary Public, certify that whatever has been inserted herein fully agrees with the relevant parts of the documents to which reference has been made.

I also certify that the following is a true and faithful transcription of the relevant part of a Resolution of the Board of Directors of the said Company passed on 24th day of October, 1985 in connection with the execution of this Power of Attorney, a faithful copy of which, duly certified by the said Company, the Appearer in this act shows to me, namely:

“RESOLUTION: It was unanimously resolved to grant a Power of Attorney as ample and sufficient as may be necessary in law in favour of xxxxxxxxxxx of full age, of Irish nationality, holder of Passport number xxxx issued in London, on the 3rd of September, 1999, to act on the Company’s behalf in the sale of the apartment complex xxxxxx at xxxxx number 14, in the municipality of Torremolinos, Malaga, Spain, for a price in the amount of 174 million pesetas (one hundred and twenty four million Pesetas) upon such terms and conditions as Mr xxxxxxxx deems appropriate, and to execute all documents as may be required for completion of the sale under Spanish Law.

The appointment contained in this Power of Attorney shall remain in full force and effect and may be acted upon until 31 December, 2005, but shall be of no further effect after that date”

On the basis of the aforegoing the Appearer, in the capacity in which he acts therein, have in my opinion the necessary legal capacity to execute this Power of Attorney on behalf of the said Company, to which I certify, and

HE STATES

That he grants a Power of Attorney as ample and sufficient as may be necessary in Law, in favour of xxxxxxxx, of full age, of Irish nationality, holder of Passport number xxx, issued inLondon, on the 3rd, of September, 1977, so that on behalf of the grantor Company, xxxxxxxxxx, he may carry out the sale of the property mentioned in the foregoing Resolution previously transcribed and which, in order to avoid unnecessary repetitions, is considered here as entirely reproduced, with no limitation.

THUS THE APPEARER SAYS AND STATES in his capacity as Director in which he acts and after reading this instrument of Power to him the Appearer ratifies the contents hereof and signs this document with me, the attesting Notary Public, as to all of which I certify and likewise I certify that

in the execution of this Public Instrument all the forms and solemnities required by the Law in force of the place of execution of the same, regarding this class of document, have been fulfilled.

PRESENT when COMMON SEAL of

was affixed hereto.

(firma a mano)DIRECTOR(firma a mano) SECRETARY

I certify that this is an original document consisting of 2 pages and issued by XXX dated 3 day 1985

BRIAN D O'BRIAN NOTARY PUBLIC Commissioned for life (sello del notario)

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Patent Attorneys

MIDDLE EAST AND NORTH AFRICA

NASSIR A. HALIL

Attorney and legal Adviser

Saudi Licence No. 160

RIYADH - SAUDI ARABIA

P.O. Box:

Telex:

Facsimile:

Phones :

POWER OF ATTORNEY

I/We:.....

Residing.....

Have appointed NASSIR A. HALIL, Attorney and Legal Adviser of Riyadh, to act as my/our agent for the registration or renewal of trade marks, patents and designs belonging to me/us in SAUDI ARABIA and I/we request that, all notices, requisitions, communications and certificates relating thereto maybe sent to the said Agent at the following address, which is also my/our address for service.

P. 0. Box 20003, Riyadh 14465, Saudi Arabia.

I/We hereby undertake to give notice to the Department of any change in my/our address for service mentioned above, during the period of protection.

I/We authorise the said Agent to appoint a substitute or substitutes, to alter and amend any document, to maintain the matter the subject hereof in force, to defend my/our rights from opposition and in legal proceedings, to oppose and prosecute infringing marks and I/we hereby confirm and ratify whatsoever the said Agent, his substitute or substitutes may lawfully do.

I/We hereby revoke all previous authorizations (if any) in respect of the same matter.

Signed at.....

This.....

Signature & Official Seal

1. Notary Public.
2. Ministry of Foreign Affairs
3. Saudi Arabian Consul.

For Cancellation Action

POWER OF ATTORNEY

.....

In our capacity of Fondes de Pouvoir of.....
a Corporation duly organized under the Laws of the State of.....

do hereby constitute and appoint: Nassir Halil Al-Ghalil of Riyadh, Kingdom of Saudi Arabia, and/or any other person so designated by him in writing, as our true and lawful attorney to act in our name, place, and stand, to file suits, complaints, cases, pleas and counterclaims and defences on our behalf with the competent Saudi bodies, departments and courts and, effect amicable settlement or arbitration, to register lawsuits to sign

and submit the necessary statements of claims, pleadings, memoranda, appeals, defences, applications, protests, objections, oppositions and any other documents or papers to all authorities, bodies and in all courts including the Board of Grievances, to attend and adjourn hearings in court and to do any and all matters necessary and proper therefor or incidental thereto, with full powers of substitution, as well as attachment, execution of decisions in and outside the Executive Department in the General Court as well as the court of Urgent Matters,, receipt of amounts agreed upon or adjudicated, signing discharge receipts and all that may be required at any stage before all courts or authorities in connection with.....

We further authorize Nassir Halil Al-Ghalil and/or any other person so designated by him in writing, to delegate any or all of the authorities, to receive notices, correspondence and communications on our behalf, to attend meetings, discussions and negotiation at our request,, and to sign agreements approved by us.

NAME OF COMPANY:.....

BY: (*Signature*(s)) & (*Date*).....