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Trademark LABELVIEW Demo

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK TRIAL AND APPEAL BOARD

WestStar Ltd.

Opposer,

v.

Eric Haddad Koenig

Applicant.

Trademark Application

Mark: ALL.COM

Serial No. 78/980323

Filed: July 6, 2006

Published: August 5, 2008

Extension Until: October 4, 2008

Opposition No. \_\_\_\_\_

**PROOF OF SERVICE**

On the 2<sup>nd</sup> day of October, 2008, I served a copy of **Notice of Opposition** on behalf of WestStar Ltd. upon Applicant's attorney of record at the following address, via 1<sup>st</sup> class mail and via certified mail/return receipt requested, with postage fully prepared thereon:

Arlir M. Amado  
Kramer & Amado  
1725 Duke St. Ste. 240  
Alexandria, VA 22314-3472

Enrico Schaefer  
Traverse Legal, PLC  
810 Cottageview Drive, Unit G-20  
Traverse City, MI 49684  
Phone: (231) 932-0411  
Fax: (231) 932-0636  
[enrico.schaefer@traverselegal.com](mailto:enrico.schaefer@traverselegal.com)



10-07-2008

legal

TRAVERSE LEGAL, PLC

810 Cottageview Dr. 231 932 0411 TEL  
Suite G-20 231 932 0636 FAX  
Traverse City  
Michigan 49684 traverselegal.com

October 2, 2008

**Via First Class  
and  
Certified Mail/Return Receipt Requested**

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3514

Re: WestStar Ltd. v Eric Haddad Koenig / ALL.COM, Serial No. 78/980323

Dear Sir/Madam:

Enclosed please find NOTICE OF OPPOSITION in the above-referenced matter, along with PROOF OF SERVICE.

Sincerely,

TRAVERSE LEGAL, PLC



Brian A. Hall  
brian@traverselegal.com

BH/jf

Enc.

cc-w/enc: Arlir M. Amado

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK TRIAL AND APPEAL BOARD

WestStar Ltd.

Opposer,

v.

Eric Haddad Koenig

Applicant.

Trademark Application

Mark: ALL.COM

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Opposition No. \_\_\_\_\_

NOTICE OF OPPOSITION

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3514

Sir/Madame:

WestStar Ltd. ("Opposer"), a limited company organized in the Republic of Seychelles, located and doing business at 103 Sham Peng Tong Plaza, Mahe, Victoria, believes that it will be damaged by registration by Eric Haddad Koenig ("Applicant") of the mark shown in Application Serial No. 78/980323, and hereby opposes the same.

The grounds for opposition are as follows:

1. For the reasons stated below, Opposer has a real interest in this controversy and as such has standing to file this Notice of Opposition.
2. Applicant filed a trademark application assigned Application Serial No. 78/980323 (the "Application") in the United States Patent and Trademark Office on July 6, 2006 to register the mark ALL.COM (the "Mark") for use in connection with "Marketing services related to entertainment and recreation; providing office functions; promotional services, via a global computer network, of the goods and services of others" in International Class 035 as well as in connection with "Personal communication services, ISDN services, telecommunication access services data transmission and reception services via telecommunication means, telecommunications gateway services in International Class

038 (the "Applicant's Services"). See Exhibit A, TARR Printout for Serial No. 78/980323.

3. The Application filed by Applicant on July 6, 2006 (the "Applicant's Filing Date") was based on an alleged bona fide intent to use the Applicant's Mark in commerce.
4. The Applicant is listed as the sole owner of the Applicant's Mark. As described below, Applicant was not the sole owner of the Applicant's Mark.
5. The Application for the Applicant's Mark was published for opposition in the *Official Gazette* on August 5, 2008. On August 27, 2008, the Caldina Ltd. timely filed a request for a 30-day extension of time to oppose the Application for Applicant's Mark, which was granted until October 4, 2008.
6. On September 1, 2008, Caldina Ltd. assigned its entire interest in <all.com>, including all trademark rights and the entire goodwill of the company to Opposer. Pursuant to TBMP § 303.05(b), "[a] party in privity with a potential opposer may step into the potential opposer's shoes and file a notice of opposition . . . ." When the Caldina Ltd., the party granted the extension of time to oppose, assigned its entire interest to WestStar Ltd. in the September 1, 2008 Domain Name Purchase Agreement ("9/1/08 Agreement"), WestStar Ltd. became a party in privity capable of opposing Applicant's Mark. See Exhibit B, 9/1/08 Agreement Between Caldina Ltd. and WestStar Ltd. The archived WHOIS registrant information for <all.com> further confirms the transfer of the <all.com> domain name from Caldina Ltd. to WestStar Ltd. See Exhibit C, WHOIS History for <all.com>, dated August 31, 2008 (Registrant Caldina Ltd.); see also Exhibit D, WHOIS History for <all.com>, dated September 2, 2008 (Registrant WestStar Ltd.). Furthermore, the director of WestStar Ltd., Shavkat Rahimov, was also part owner of Caldina Ltd. See Exhibit E, WestStar Ltd. Incorporation Documentation; see also Exhibit F, Caldina Ltd. Certificate of Shares. Thus, Opposer is a party in privity with Caldina Ltd. and has standing to file this Opposition.
7. The Opposer is the current registrant and owner of the domain name <all.com>, along with all rights inherent thereto. See Exhibit G, WHOIS Information for <all.com>. However, ownership of the domain, and all rights inherent thereto, has changed several times. In fact, since January 10, 2008, the <all.com> domain name has been transferred from Applicant to All Ltd. to Selena Kovaski to Caldina Ltd. to Opposer.
8. All Ltd. was a company incorporated in the Republic of Seychelles, and the director of the company was Selena Kovalski. See Exhibit H, All Ltd. Corporate Paperwork.
9. To the extent defects in corporate filings existed, Selena Kovalski was DBA of All, Ltd.
10. Prior to All Ltd. acquiring the domain name <all.com>, All Ltd. and Applicant each possessed 50% ownership rights to the domain name and all property rights associated with that domain name, including trademark rights, pursuant to an agreement entered into by Applicant and Selena Kovalski, on behalf of All Ltd., on or about March 24, 2005 ("3/24/08 Agreement").
11. Various email exchanges between Applicant and Selena Kovalski on behalf of All Ltd. evidence that Applicant was to develop a search engine website to be housed at the <all.com> domain name. See Exhibit I, Emails Evidencing Agreement Between Kovalski and Applicant. Pursuant to the agreement, All Ltd. was to pay \$40,000 to Applicant to purchase a 50% interest in the <all.com> domain name and to pay Applicant \$17,000 to Applicant for development of the <all.com> domain name. Wire transfer details dated March 24, 2005 and March 25, 2005 confirm that payment was made from

Kovalski totaling \$57,000 (\$40,000 for the purchase and \$17,000 for the development) for "ALL DOT COM DOMAIN PURCHASE AND EXPENSE" by wire transfer to "Haddad Web Solutions LTD," as provided by Applicant. See Exhibit J, Applicant Bank Details and Kovalski Wire Transfer Details.

12. Of particular importance, the March 22, 2005 email from Eric Haddad to Selena Kovalski, the owner of All Ltd. confirms that Applicant was not to have any sole trademark rights to ALL.COM:

As we talked about over the phone, we are ready to go ahead with the purchase of all.com and the start of a ALL.COM internet search engine ... initial purchase of the domain will be 40K USD ... I will need a copy of any document so I can register the U.S. all.com company and trademark in both our names.

See Exhibit I, Emails Evidencing Agreement Between Kovalski and Applicant (emphasis added).

13. Despite Applicant's affirmative assurance that any trademark for ALL.COM was to be registered in both Applicant's and Kovalski's name, Applicant filed two trademark applications with the USPTO for ALL.COM and listed himself as the sole owner of the marks. See Exhibit A, TARR Printout for Serial No. 78/980323; see also Exhibit K, TARR Printout for Serial No. 78/923609.
14. All Ltd. and Selena Kovalski never authorized Applicant to file for any trademarks, including Applicant's Mark, incorporating the "ALL.COM" mark anywhere in the world.
15. All Ltd. and Selena Kovalski never authorized Applicant to file any trademarks, including Applicant's Mark, incorporating the "ALL.COM" mark with Applicant listed as the sole owner of the mark.
16. Thereafter, after no development occurred at <all.com>, Applicant agreed to divest himself of any and all his rights to the domain name as well as any and all right, title, and interest therein when he entered into a Domain Name Purchase Agreement with All Ltd. on January 10, 2008 ("1/10/08 Agreement"). See Exhibit L, 1/10/08 Domain Name Purchase Agreement between Opposer and All Ltd.
17. The Agreement incorporated by reference paragraph 3 of the 3/24/08 Agreement between Applicant and All Ltd., and Applicant confirmed the same by signing the 1/10/08 Agreement.
18. As part of the Agreement, the Applicant not only sold the domain name to All Ltd., but the Applicant transferred all of his rights, trademark or otherwise, to All Ltd. The Agreement stated, in relevant part:

Seller agrees to sell, assign, and transfer to Purchaser, his entire right, title and interest in and to the Domain Name "ALL.COM" (all English letters) hereinafter the "Domain Name", trademark rights, and all internet traffic to the Domain Name (collectively referred hereto as the "Property").

19. The Applicant warranted in the 1/10/08 Agreement to "take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property . . .". Despite this warranty, the Applicant has not withdrawn Applicant's Mark, which is the subject of this Opposition Proceeding.

20. A January 11, 2008 Wire Transfer Confirmation shows \$40,000 sent from Selena Kovalski to Haddad Web Solutions, Ltd., which is the same bank and recipient of the March 25, 2005 wire transfer pursuant to the original agreement between Applicant and All Ltd. See Exhibit M, January 11, 2008 Wire Transfer Details.
21. Subsequent to the execution of this Agreement, the registrant information for the domain name <all.com> also changed from all.com with Eric Haddad Koenig as administrative contact to All Ltd. with Selena Kovalski as administrative contact. See Exhibit N, WHOIS History for <all.com>, dated January 19, 2008 (Registrant all.com with Eric Haddad as Administrative Contact); see also Exhibit O, WHOIS History for <all.com>, dated January 22, 2008 (Registrant ALL LTD.).
22. Thereafter, on July 30, 2008, All Ltd. sold its entire interest in <all.com> to Selena Kovalski, as evidenced by the executed Domain Name Purchase Agreement (“7/30/08 Agreement”). See Exhibit P, 7/30/08 Agreement between All Ltd. and Selena Kovalski. In addition, the WHOIS registrant information for the <all.com> domain name also changed from All Ltd. to Selena Kovalski. See Exhibit Q, WHOIS History for <all.com>, dated July 30, 2008 (Registrant All Ltd.); see also Exhibit R, WHOIS History for <all.com>, dated July 31, 2008 (Registrant Selena Kovalski).
23. Thereafter, on August 6, 2008, Selena Kovalski sold her entire interest in <all.com> to Caldina Ltd., Opposer’s predecessor-in-interest, as evidenced by the executed Domain Name Purchase Agreement (“8/6/08 Agreement”). In addition, the WHOIS registrant information for the <all.com> domain name also changed from Selena Kovalski to Caldina Ltd. See Exhibit S, WHOIS History for <all.com>, dated August 4, 2008 (Registrant Selena Kovalski); see also Exhibit T, WHOIS History for <all.com>, dated August 7, 2008 (Registrant Caldina Ltd.).
24. The Opposer acquired the domain name <all.com> and all property rights associated with that domain name, including trademark rights, from its predecessor-in-interest, Caldina Ltd. on September 1, 2008 via a Domain Name Purchase Agreement. See Exhibit B, 9/1/08 Agreement Between Caldina Ltd. and WestStar Ltd.
25. Based upon the foregoing, Opposer bases its Opposition on the following grounds:
  - a. Applicant misrepresented ownership of Applicant’s Mark in the Application. Applicant was not the owner, sole owner or otherwise, of the Applicant’s Mark, and therefore the Application is void *ab initio*.
  - b. Applicant committed fraud upon the USPTO when Applicant registered as the sole owner of Applicant’s Mark.
  - c. At the time Applicant filed the Application, Applicant did not possess a bona fide intent to use Applicant’s Mark in commerce. Applicant’s Application should not be registered because it was not filed based on a bona fide, authorized intent to use Applicant’s Mark as a service mark with each and every one of Applicant’s services, and on information and belief, Applicant failed to satisfy, at a minimum, the requirements of Trademark Act Section 1(b) and related Trademark Rules and Regulations.
  - d. It is impossible for the Applicant to acquire trademark rights in Applicant’s Mark in light of the aforementioned Agreement which precludes Applicant from ever having trademark rights and required Applicant to either (a) assign rights to All, Ltd or (b) file a notice of abandonment of its previously filed trademark application.

- e. Applicant can not own a trademark that corresponds to a domain name, of which there is only one 'all.com' available for use, it does not own.
  - f. Applicant has engaged in fraud in an effort to have Applicant's Mark registered on the Principal Register with the USPTO. Applicant has knowingly attempted to mislead the Patent and Trademark Office by filing a Section 1(b) Intent to Use Trademark when he knew that he had no rights to the Applicant's Mark, or alternatively which rights were extinguished upon executing the 1/10/08 Agreement.
  - g. The mark is generic or merely descriptive of the goods and services offered in connection therewith, as described in the application.
26. WHEREFORE, Opposer respectfully requests that registration of the Mark shown in Application Serial No. 78/980323 be refused and that this Opposition be granted in favor of Opposer.

TRAVERSE LEGAL, PLC  
810 Cottageview Drive, Suite G-20  
Traverse City, Michigan 49684  
Telephone: 231-932-0411  
Fax: 231-932-0636  
[enrico.schaefer@traverselegal.com](mailto:enrico.schaefer@traverselegal.com)

  
\_\_\_\_\_  
ENRICO SCHAEFER  
Attorney for Opposer  
WestStar Ltd.

DATED: October 2, 2008

Certificate of Mailing

I hereby certify that this correspondence is being filed electronically with the Trademark Trial and Appeal Board via ESTTA on the date shown.

  
\_\_\_\_\_  
Enrico Schaefer

10-2-08  
Date

# **Exhibit A**

**Thank you for your request. Here are the latest results from the TARR web server.**

**This page was generated by the TARR system on 2008-08-26 14:38:11 ET**

**Serial Number: 78980323 Assignment Information      Trademark Document Retrieval**

**Registration Number: (NOT AVAILABLE)**

**Mark**

**ALL.COM**

**(words only): ALL.COM**

**Standard Character claim: Yes**

**Current Status: Application has been published for opposition.**

**Date of Status: 2008-08-05**

**Filing Date: 2006-07-06**

**The Information will be/was published in the Official Gazette on 2008-08-05**

**Transformed into a National Application: No**

**Registration Date: (DATE NOT AVAILABLE)**

**Register: Principal**

**Law Office Assigned: LAW OFFICE 102**

**Attorney Assigned:  
AGOSTO GISELLE MARIE**

**Current Location: 650 -Publication And Issue Section**

**Date In Location: 2008-06-30**

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

---

**1. ERIC HADDAD KOENIG**

**Address:**

ERIC HADDAD KOENIG  
Montes Apalaches No. 420 Colonia Lomás de Virreyes  
Mexico, D.F. C.P. 1100  
Mexico

**Legal Entity Type:** Individual  
**Country of Citizenship:** Mexico  
**Phone Number:** 52.80.27.89

---

### GOODS AND/OR SERVICES

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**International Class:** 035

**Class Status:** Active

Marketing services related to entertainment and recreation; providing office functions; promotional services, via a global computer network, of the goods and services of others

**Basis:** 1(b)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

**International Class:** 038

**Class Status:** Active

Personal communication services, ISDN services, telecommunication access services data transmission and reception services via telecommunication means, telecommunications gateway services

**Basis:** 1(b)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

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### ADDITIONAL INFORMATION

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(NOT AVAILABLE)

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### MADRID PROTOCOL INFORMATION

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(NOT AVAILABLE)

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### PROSECUTION HISTORY

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**NOTE:** To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2008-08-05 - Published for opposition

2008-07-16 - Notice of publication

2008-06-30 - Law Office Publication Review Completed

2008-06-30 - Assigned To LIE

2008-06-28 - Approved for Pub - Principal Register (Initial exam)

2008-05-23 - Notice Of Pseudo Mark Mailed  
2008-05-22 - Divisional processing completed  
2008-05-20 - Divisional request received  
2008-05-21 - Assigned To LIE  
2008-05-20 - FAX RECEIVED  
2008-04-23 - Notification Of Non-Final Action E-Mailed  
2008-04-23 - NON-FINAL ACTION E-MAILED  
2008-04-23 - Non-Final Action Written  
2008-04-22 - Teas/Email Correspondence Entered  
2008-04-21 - Communication received from applicant  
2008-04-21 - TEAS Response To Suspension Inquiry Received  
2008-02-06 - Report Completed Suspension Check Case Still Suspended  
2008-02-06 - Assigned To LIE  
2007-08-06 - Notification Of Letter Of Suspension E-Mailed  
2007-08-06 - LETTER OF SUSPENSION E-MAILED  
2007-08-06 - Suspension Letter Written  
2007-06-07 - Teas/Email Correspondence Entered  
2007-06-06 - Communication received from applicant  
2007-06-06 - TEAS Response to Office Action Received  
2006-12-06 - Non-final action e-mailed  
2006-12-06 - Non-Final Action Written  
2006-12-06 - Assigned To Examiner  
2006-07-12 - Notice Of Pseudo Mark Mailed  
2006-07-11 - New Application Entered In Tram

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**ATTORNEY/CORRESPONDENT INFORMATION**

---

**Attorney of Record**

Arlir M. Amado

**Correspondent**

ARLIR M. AMADO

KRAMER & AMADO

1725 DUKE ST STE 240

ALEXANDRIA, VA 22314-3472

Phone Number: 703-519-9801

Fax Number: 703-519-9802

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# **Exhibit B**

DOMAIN NAME PURCHASE AGREEMENT # ALL.COM01092008

This agreement (the "Agreement") is made as of September 1st 2008 by and between Caldina Ltd. represented by Mr. Shavkat Rahimov (Director) of 103 Sham Peng Tong Plaza, Mahe, Victoria, Seychelles (as the "Seller"), and Weststar Ltd. Represented Mr. Shavkat Rahimov (President) of 306 Victoria House, Mahe, Victoria, Seychelles (the "Buyer").

WITNESSETH

WHEREAS, Seller has and owns certain rights to a domain name and certain property rights associated with such domain name; and

WHEREAS, Seller desires to sell to the Purchaser its entire right, title and interest in such property.

NOW, THEREFORE, it is agreed between the parties as follows:  
AGREEMENT

1. Sale of Domain Name and Related Property.

Seller agrees to sell, assign, and transfer to Purchaser, his entire right, title and interest in and to the Domain Name "ALL.COM" (all English letters) hereinafter the "Domain Name", trademark rights, and all internet traffic to the Domain Name (collectively referred hereto as the "Property"). Seller retains all other rights and benefits affiliated with the website (hereinafter the "Website") including but not limited to the following: copyrights to WebPages designed for the Website, page layouts for the Website, all graphics used at the Website, all databases generated for the Website, online forms and search engine created and currently used for the Website, all banner advertisements for the Website, and the banner advertisement network for the Website.

2. Seller's Warranties and Duties.

Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

Immediately upon delivery of Full Payment, Seller will take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with InterNic or other authorized entity. Seller also agrees to take any actions necessary or desirable to effect the transfer of the Domain Name to a primary and secondary hosting service to be designated by Purchaser.

### 3. Consideration.

As consideration for the sale of the Property and Seller's warranties, purchaser promises to pay \$100 (One Hundred Dollars), cash at a bank on working hours, discussed between the parties on the 2 of September 2008.

### 4. Delay in Payment and Termination.

If Purchaser is more than thirty (30) days late on payment made pursuant to Section 3 above, this Agreement will terminate and Seller will retain any payment amounts made to Seller up to the date of termination.

### 5. Prosecution and Maintenance of Property.

Seller hereby agrees that he will communicate to the Purchaser any facts known to Seller respecting the Property, whenever reasonably requested, and at Purchaser's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Purchaser, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

### 6. Creation of another Website.

Under this Agreement the Seller may create another website similar to the Websites currently at the Domain Name "ALL.COM " and this Agreement in no way limits Seller in the creation of new websites other than in the use of the Domain Name and the Internet traffic directed to the Domain Name as set forth in Section 1 above.

### 7. Miscellaneous.

No Conditions to Effectiveness; Entire Agreement. There are no conditions to the effectiveness of this Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by, construed and enforced in accordance with the laws of the United Kingdom, as such laws apply to agreements made and to be performed entirely within the United Kingdom. Any action in respect of, or concerning, this agreement shall be litigated solely in the United Kingdom, and both parties consent to jurisdiction of the person and venue solely in the United Kingdom.

Amendment and Waivers. This Agreement may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or

provision of this Agreement, in any one or more instances, shall be deemed to be, or construed As, a further or continuing waiver of any such term, condition or provision. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

Each party, in entering into this Agreement, acts as an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER

SELLER

By: [Signature]

By: [Signature]

Date: 11/09/2008

Date: 11/09/2008



# Exhibit C



All.com on 2008-08-31 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** [all.com](#) - [Domain History](#)  
**Cache Date:** 2008-08-31  
**Registrar:** **KEY-SYSTEMS GMBH**  
**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[shuvkat@hotmail.com](#)

DOMAIN: ALL.COM

RSP: domaindiscount24.com

URL: http://www.dd24.net

created-date: 1995-09-28

updated-date: 2008-08-07

registration-expiration-date: 2015-12-28

owner-contact: P-SER499

owner-organization: CALDINA LTD

owner-fname: Shavkat

owner-lname: Rahimov

owner-street: 103 Sham Peng Tong Plaza

owner-city: Mahe

owner-state: Victoria

owner-zip: Victoria

owner-country: SC

owner-phone: 34912919241

owner-fax: 34912919241

owner-email: shuvkat@hotmail.com

admin-contact: P-SER499

admin-organization: CALDINA LTD

admin-fname: Shavkat

admin-lname: Rahimov

admin-street: 103 Sham Peng Tong Plaza

admin-city: Mahe

admin-state: Victoria

admin-zip: Victoria  
admin-country: SC  
admin-phone: 34912919241  
admin-fax: 34912919241  
admin-email: shuvkat@hotmail.com

tech-contact: P-SER499  
tech-organization: CALDINA LTD  
tech-fname: Shavkat  
tech-lname: Rahimov  
tech-street: 103 Sham Peng Tong Plaza  
tech-city: Mahe  
tech-state: Victoria  
tech-zip: Victoria  
tech-country: SC  
tech-phone: 34912919241  
tech-fax: 34912919241  
tech-email: shuvkat@hotmail.com

billing-contact: P-SER499  
billing-organization: CALDINA LTD  
billing-fname: Shavkat  
billing-lname: Rahimov  
billing-street: 103 Sham Peng Tong Plaza  
billing-city: Mahe  
billing-state: Victoria  
billing-zip: Victoria  
billing-country: SC  
billing-phone: 34912919241  
billing-fax: 34912919241  
billing-email: shuvkat@hotmail.com

nameserver: ns1.nmwhosting.com  
nameserver: ns2.nmwhosting.com

# **Exhibit D**



All.com on 2008-09-02 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** all.com - Domain\_History

**Cache Date:** 2008-09-02

**Registrar:** KEY-SYSTEMS GMBH

**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[shuvkat@hotmail.com](mailto:shuvkat@hotmail.com)

DOMAIN: ALL.COM

RSP: domaindiscount24.com

URL: http://www.dd24.net

created-date: 1995-09-28

updated-date: 2008-08-07

registration-expiration-date: 2015-12-28

owner-contact: P-SXR540

owner-organization: WESTSTAR LTD

owner-fname: Shavkat

owner-lname: Rahimov

owner-street: 306 VICTORIA HOUSE

owner-city: Mahe

owner-state: Victoria

owner-zip: Victoria

owner-country: SC

owner-phone: 34912919241

owner-fax: 34912919241

owner-email: shuvkat@hotmail.com

admin-contact: P-SXR540

admin-organization: WESTSTAR LTD

admin-fname: Shavkat

admin-lname: Rahimov

admin-street: 306 VICTORIA HOUSE

admin-city: Mahe

admin-state: Victoria

admin-zip: Victoria  
admin-country: SC  
admin-phone: 34912919241  
admin-fax: 34912919241  
admin-email: shuvkat@hotmail.com

tech-contact: P-SXR540  
tech-organization: WESTSTAR LTD  
tech-fname: Shavkat  
tech-lname: Rahimov  
tech-street: 306 VICTORIA HOUSE  
tech-city: Mahe  
tech-state: Victoria  
tech-zip: Victoria  
tech-country: SC  
tech-phone: 34912919241  
tech-fax: 34912919241  
tech-email: shuvkat@hotmail.com

billing-contact: P-SXR540  
billing-organization: WESTSTAR LTD  
billing-fname: Shavkat  
billing-lname: Rahimov  
billing-street: 306 VICTORIA HOUSE  
billing-city: Mahe  
billing-state: Victoria  
billing-zip: Victoria  
billing-country: SC  
billing-phone: 34912919241  
billing-fax: 34912919241  
billing-email: shuvkat@hotmail.com

nameserver: ns1.nmwhosting.com  
nameserver: ns2.nmwhosting.com

# **Exhibit E**

**THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994**

**RESOLUTION OF SUBSCRIBER IN WRITING**

**WESTSTAR LTD**

Company № 051959

The undersigned being the subscriber to the Memorandum of the abovenamed company declare as follows:

1. It is resolved that the following person be and is hereby appointed director of the company:

**SHAVKAT RAHIMOV**

**Date of birth: 16.05.1963**

2. It is resolved that the director be and is hereby authorised to issue share certificates as bearer shares or registered shares.
3. It is resolved that all the rights of the subscriber shall expire upon acceptance by the director of the company of their appointment duly notified in writing to the subscriber.

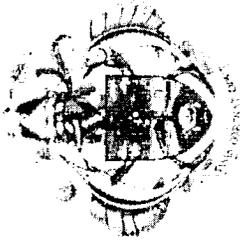
Made in two originals this 14th day of July 2008.



.....  
Intershore Consult (Proprietary) Limited  
Subscriber, represented by  
Ms. Gaetanne Antat

Signed by Ms. Gaetanne Antat who is known to me this 14th day of July 2008.





Republic of Seychelles  
INTERNATIONAL BUSINESS COMPANIES ACT, 1994  
(Act 24 of 1994)

*Certificate of Incorporation*

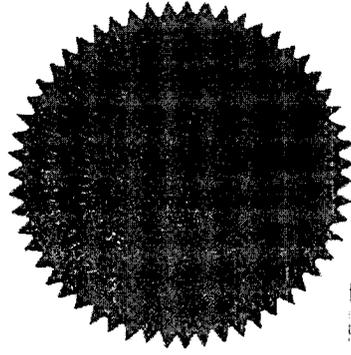
THIS IS TO CERTIFY that, all the requirements in respect of incorporation under the International Business Companies Act, 1994 having been satisfied,

WESTSTAR LTD

is incorporated in the Republic of Seychelles as an International Business Company,

This 14<sup>th</sup> day of July 2008

Given at Victoria, Seychelles.



*Manuela Desaubin-Stravens*

*Seychelles International Business Authority*  
REGISTRAR OF INTERNATIONAL BUSINESS COMPANIES

*Certificate No: 051959*

## CERTIFICATE OF COLLATION

I, the undersigned **Mr. Philippe Boullé** Notary Public by authority of Government duly admitted and sworn and practising at Victoria, Mahé, Republic of Seychelles do hereby certify and attest that I have collated and compared the annexed copies of the following documents pertaining to the company **WESTSTAR LTD**, namely:

- (i) Certificate of Incorporation - Certificate No 051959,
- (ii) Memorandum of Association dated 14th day of July 2008, and
- (iii) Articles of Association dated 14th day of July 2008

with the originals thereof, and I confirm that the said copies are true copies of the originals.

**IN FAITH AND TESTIMONY WHEREOF** an Act being required, I have granted the same under my hand and seal of office to serve and avail as occasion may require.

**THUS DONE AND PASSED** at Victoria on this 15th day of July 2008.

.....  
**PHILIPPE BOULLE**  
Notary Public

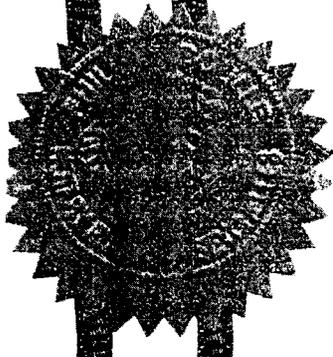
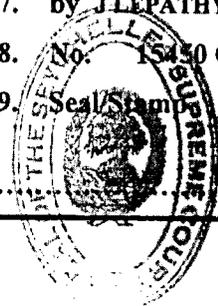
### APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. Country: **REPUBLIC OF SEYCHELLES**  
This public document
2. has been signed by **P BOULLE**
3. acting in the capacity of **NOTARY PUBLIC**
4. bears the seal/stamp of **PHILLIPE BOULLE**  
**NOTARY PUBLIC**

#### Certified

5. at **VICTORIA**                      6. **15<sup>TH</sup> JULY 2008**
7. by **JLEPATHY, DEPUTY REGISTRAR, SUPREME COURT**
8. No. **15450 OF 2008**
9. Seal/Stamp                      10. Signature



# **Exhibit F**

# CALDINA LTD

Incorporated in Republic of Seychelles  
under the International Business Companies Act, 1994

No. of Certificate

0003

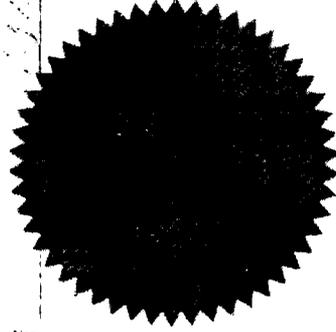
No. of shares

20,000

**THIS IS TO CERTIFY** that the Bearer of this Certificate is the holder of \_\_\_\_\_ and the registered proprietor of Twenty Thousand (20,000) \_\_\_\_\_ fully paid shares of the par value of 1 USD or (US\$1) each in the above-named Company, subject to the Memorandum of Association thereof.

**GIVEN** by authority of the said Company,

the 15th day of June 1995



*[Handwritten signature]*

*[Handwritten notes in the top left corner, including "20,000" and "Registered"]*

# Exhibit G

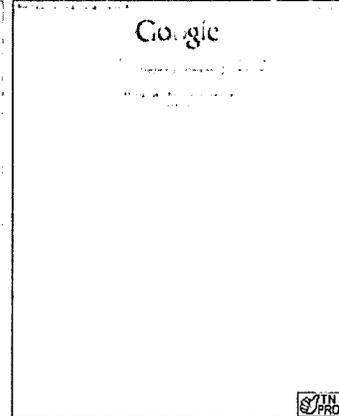


Whois Record for All.com ( All )

Front Page Information

Website Title: None given.
About Us: Wiki article on All.com
Related Sites: catt.com, pcsupport.com, nowonder.com, not.com, greyface.com, expertcity.com, diskdoctors.com, clean-biz-op.com, ccahelp.com, usnetinc.com

Thumbnail: 2008-06-11



Indexed Data

Alexa Trend/Rank: #956,980 195,731 ranks over the last three months.
Compete Rank: #265,424 with 4,827 U.S. visitors per month

Registry Data

ICANN Registrar: KEY-SYSTEMS GMBH
Created: 1995-09-28
Expires: 2015-12-28
Updated: 2008-08-07
Registrar Status: clientTransferProhibited
Name Server: NS1.NMWHOSTING.COM (has 57 domains)
Name Server: NS2.NMWHOSTING.COM
Whois Server: whois.rrp-proxy.net

Server Data

Server Type: Apache/2.2.9 (Unix) mod\_ssl/2.2.9 OpenSSL/0.9.8h mod\_auth\_passthrough/2.1 mod\_bwlimited/1.4 FrontPage/5.0.2.2635 PHP/5.2.6
IP Address: 67.15.50.4
IP Location: Texas - Dallas - Theplanet.com Internet Services Inc
SSL Cert: \*.edns1.com expires in 18 days.
Domain Status: Registered And Active Website

Historical Thumbnails: 6 records



View Thumbnail History
Queue this Domain for Update

Other TLDs

.com .net .org .biz .info .us

DomainTools Exclusive

Registrant Search: "WESTSTAR LTD" owns about 1 other domains
Email Search: chuyi@hotmail.com is associated with about 1 domains
Registrar History: 3 registrars with 2 drops.
NS History: 11 changes on 11 unique name servers over 6 years.
IP History: 10 changes on 8 unique name servers over 3 years.
Whois History: 455 records have been archived since 2002-01-10.
Reverse IP: 579 other sites hosted on this server.
Monitor Domain: Set Free Alerts on all.com
Free Tool: Download DomainTools for Windows

Symbol Key

- Available
Available (Previously registered)
Registered (Active website)
Registered (Parked or redirected)
Registered (No website)
On-Hold (Generic)
On-Hold (Redemption Period)
On-Hold (Pending Delete)
Monitor
Preview
No preview
Buy this (Available)
Buy this (Bid at auction)



Whois Record

DOMAIN: ALL.COM
RSP: domaindiscount24.com
URL: http://www.dd24.net
owner-contact: P-SXR540
owner-organization: WESTSTAR LTD
owner-fname: Shavkat
owner-lname: Rahimov
owner-street: 306 VICTORIA HOUSE
owner-city: Mahe
owner-state: Victoria
owner-zip: Victoria

Back Order

Set a backorder so you can own all.com when it becomes available.

owner-country: SC  
 owner-phone: 34912919241  
 owner-fax: 34912919241  
 owner-email: [shuvkat@hotmail.com](mailto:shuvkat@hotmail.com)

admin-contact: P-SXR540  
 admin-organization: WESTSTAR LTD  
 admin-fname: Shavkat  
 admin-lname: Rahimov  
 admin-street: 306 VICTORIA HOUSE  
 admin-city: Mahe  
 admin-state: Victoria  
 admin-zip: Victoria  
 admin-country: SC  
 admin-phone: 34912919241  
 admin-fax: 34912919241  
 admin-email: [shuvkat@hotmail.com](mailto:shuvkat@hotmail.com)

tech-contact: P-SXR540  
 tech-organization: WESTSTAR LTD  
 tech-fname: Shavkat  
 tech-lname: Rahimov  
 tech-street: 306 VICTORIA HOUSE  
 tech-city: Mahe  
 tech-state: Victoria  
 tech-zip: Victoria  
 tech-country: SC  
 tech-phone: 34912919241  
 tech-fax: 34912919241  
 tech-email: [shuvkat@hotmail.com](mailto:shuvkat@hotmail.com)

billing-contact: P-SXR540  
 billing-organization: WESTSTAR LTD  
 billing-fname: Shavkat  
 billing-lname: Rahimov  
 billing-street: 306 VICTORIA HOUSE  
 billing-city: Mahe  
 billing-state: Victoria  
 billing-zip: Victoria  
 billing-country: SC  
 billing-phone: 34912919241  
 billing-fax: 34912919241  
 billing-email: [shuvkat@hotmail.com](mailto:shuvkat@hotmail.com)

nameserver: ns1.nmwhosting.com  
 nameserver: ns2.nmwhosting.com

**Start an online business today!**  
**Make money selling domains, hosting, email and more!**  
  
 ■ Your own storefront LIVE in minutes  
 ■ No deposits, advances or revenue sharing  
 ■ Automated billing & renewals **LEARN MORE**

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- Registry Data
- Exclusive Data
- Whois Record

**Shopping Cart (1 item)**

**Current Items**

- nationalcreditrepair.bi... Buy this
- [Buy all of these Domains](#)

**Removed from Cart**

- leelanaenterprise.net 
  - nuyu.us 
- [delete all](#)

**Domains for Sale**

Domain	Price
AllJoy.com	\$200.00
AllName.com	\$500.00
AllCons.com	\$500.00
AllCore.com	\$500.00
Allgas.com	\$500.00
SearchAll.com	\$500.00
Allinn.com	\$500.00
AllNetwork.com	\$500.00
AllSki.com	\$500.00
AllNew.com	\$500.00
AllThai.com	\$1,000.00

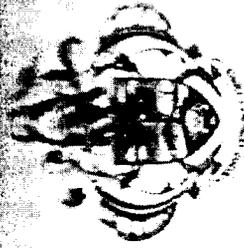
**Domains At Auction**

Domain	Auction Date
AllGreatStuff.com	09-27-2008
DeathAll.com	09-27-2008
AllCasinoDesign.com	09-27-2008
PornoAllsFx.com	09-27-2008
AllCasinoPlay.com	09-27-2008
AllMagicToys.com	09-27-2008
AllAboutStones.com	09-27-2008
AllCasinoCd.com	09-27-2008
AllMaleCasino.com	09-27-2008
SexEveryTime.com	09-27-2008
AllAndrew.com	09-27-2008
AllAboutCult.com	09-27-2008
AllLawFirms.com	09-27-2008

**Compare Similar Domains**

Domain	Created
All	1995-09-28
All -- Hotels	2002-10-27
All -- Cars	2002-11-05
ALKz_Bar	2005-02-25
All -- Inclusive - Resor...	2005-04-21
ALKz	2005-05-12
ALKz_Bare	2005-06-12
All -- 4 -- Me	2006-01-04
ALKz_S	2006-04-17
All -- Info	2006-05-26
AL K Y World	2006-08-01
Al Kz Im Group	2006-08-16
All -- All	2006-10-24
All -- Inclusive	2006-10-31
ALKz_One	2007-02-22

# **Exhibit H**



Republic of Seychelles  
INTERNATIONAL BUSINESS COMPANIES ACT, 1994  
(Act 24 of 1994)

*Certificate of Incorporation*

THIS IS TO CERTIFY that, all the requirements in respect of incorporation under the International Business Companies Act, 1994 having been satisfied,

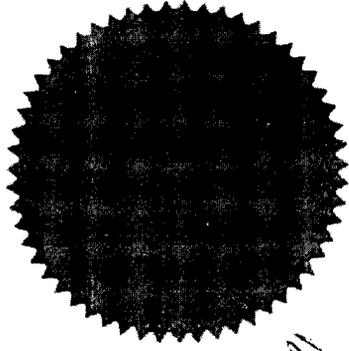
ALL LTD

is incorporated in the Republic of Seychelles as an International Business Company,

This 5 day of April 2005

Given at Victoria, Seychelles.

*Certificate No:* 038993



*Golda M Lee Kim-Koon*

*Seychelles International Business Authority*  
REGISTRAR OF INTERNATIONAL BUSINESS COMPANIES

**APOSTILLE**

(Convention de la Haye du 5 Octobre 1961)

1. Country: *REPUBLIC OF SEYCHELLES*  
This public document
2. has been signed by *P BOULLE*
3. acting in the capacity of *NOTARY PUBLIC*  
bears the seal/stamp of *PHILIPPE BOULLE*  
NOTARY PUBLIC

**Certified**

4. at VICTORIA
6. 5<sup>th</sup> APRIL 2005.
7. by M VIDOT, REGISTRAR, SUPREME COURT
8. No. 13977 OF 2005

9. Seal/Stamp

10. Signature



*Philippe Boule*

THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994

RESOLUTION OF SUBSCRIBER IN WRITING

**ALL LTD**  
Company № 038993

The undersigned being the subscriber to the Memorandum of the abovenamed company declare as follows:

1. It is resolved that the following persons be and are hereby appointed directors of the company:

**Selena Kovalski**

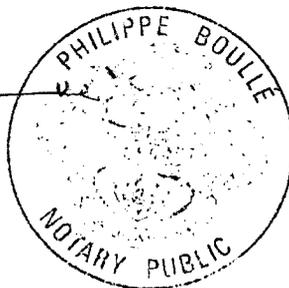
2. It is resolved that the directors be and are hereby authorised to issue share certificates as bearer shares or registered shares.
3. It is resolved that all the rights of the subscriber shall expire upon acceptance by the directors of the company of their appointment duly notified in writing to the subscriber.

Made in two originals this 5th day of April 2005.

  
.....  
Intershore Consult (Proprietary) Limited  
Subscriber, represented by  
Mrs Gaetanne Antat

Signed by Mrs Gaetanne Antat who is known to me this 5th day of April 2005.

  
PHILIPPE BOULLÉ  
NOTARY PUBLIC  
3 1 4 Victoria House, Victoria  
Mahe, Seychelles



REPUBLIC OF SEYCHELLES  
THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994

ARTICLES OF ASSOCIATION

OF  
**ALL LTD**

Company Number 038993

**1. INTERPRETATION**

In these Articles, if not inconsistent with the subject or context, the words and expressions standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof.

Expressions:	Meanings:
1.1. Capital	The sum of the aggregate par value of all outstanding shares with par value of the Company and shares with par value held by the Company as treasury shares plus 1.1.1. the aggregate of the amounts designated as capital of all outstanding shares without par value of the Company and shares without par value held by the Company as treasury shares, and 1.1.2. the amounts as are from time to time transferred from surplus to capital by a resolution of directors.
1.2. Member	A person who holds shares in the Company.
1.3. Person	An individual, a corporation, a trust, the estate of a deceased individual, a partnership or an unincorporated association of persons.
1.4. Resolution of directors	 1.4.1. A resolution approved at a duly constituted meeting of the Board of the Directors of the Company or of a committee of directors of the Company by the affirmative vote of a simple majority of the directors present who voted and did not abstain where the meeting was called on proper notice or, if on short notice, if those directors not present have waived notice; or 1.4.2. A resolution consented to in writing by all directors or of all members of the committee, as the case may be.
1.5. Resolution of Members	 1.5.1. A resolution approved at a duly constituted meeting of the members of the Company by the affirmative vote of 1.5.1.1. a simple majority of the votes of the shareholders present at the meeting and entitled to vote thereon and who voted and did not abstain, or 1.5.1.2. a simple majority of the votes of the shareholders of each class or series of shares present at the meeting and entitled to vote thereon as a class or series and who voted and not abstained and of a simple majority of the votes of the remaining shareholders entitled to vote thereon present at the meeting and who voted and did not abstain; or 1.5.2. A resolution consented to in writing by

SEYCHELLES INTERNATIONAL  
BUSINESS COMPANIES ACT

05 APR 2006

BOX 99, MICROCITY, MALE  
SEYCHELLES

- 1.5.2.1. an absolute majority of the votes of each class or series of shares entitled to vote thereon; or
  - 1.5.2.2. an absolute majority of the votes of each class or series of shares entitled to vote thereon as a class or series and of an absolute majority of the votes of the remaining shares entitled to vote thereon.
- 1.6. Securities Shares and debt obligations of every kind, and options, warrants and rights to acquire shares or debt obligations.
  - 1.7. Surplus The excess, if any, at the time of the determination of the total assets of the company over the aggregate of its total liabilities as shown in its books of accounts, plus the Company's capital.
  - 1.8. The Memorandum The memorandum of association of the Company as originally framed or as from time to time amended.
  - 1.9. The Act The International Business Companies Act 1994.
  - 1.10. The Seal The common seal of the Company.
  - 1.11. These Articles These articles of association as originally framed or as from time to time amended.
  - 1.12. Treasury Shares Shares in the Company that were otherwise acquired by the Company and not cancelled.
  - 1.13. "written" or any term of like import includes words typewritten, printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode or representing or reproducing words in a visible form, including telex, telegram, cable or other form of writing produced by electronic communication.
  - 1.14. Save as aforesaid any words or expressions defined in the Act shall bear the same meaning in these articles.
  - 1.15. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in these articles, it shall equally, where the context admits, include the other.
  - 1.16. A reference in these articles to voting in relation to shares shall be construed as a reference to voting by members holding the shares, except that it is the votes allocated to shares that shall be counted and not the number of members who actually voted, and a reference to shares being present at a meeting shall be given a corresponding construction.
  - 1.17. A reference to money in these articles is a reference to the currency of the United States of America unless otherwise stated.

## **2. REGISTERED SHARES**

- 2.1. The Company shall issue to every member holding registered shares in the Company a certificate signed by a director or officer of the company and under the seal specifying the share or shares held by him, and the signature of the director or officer and the seal may be facsimiles.
- 2.2. Any member receiving a share certificate for registered shares shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or they may incur by reason of the wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a share certificate for registered shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of directors.
- 2.3. If several persons are registered as joint holders of any shares, any one of such persons may be given an effectual receipt for any dividends payable in respect of such shares.

### 3. BEARER SHARES

- 3.1. Subject to a request for the issue of bearer shares and to the payment of the appropriate consideration for the shares to be issued, the Company may, to the extent authorised by the memorandum, issue bearer shares to, and at the expense of, such person as shall be specified in their request. The Company may also, upon receiving a request in writing accompanied by the share certificates for the shares in question, exchange registered shares for bearer shares or may exchange bearer shares for registered shares. Such request served on the Company by the holder of bearer shares shall specify the name and address of the person to be registered and unless the request is delivered in person by the bearer, shall be authenticated as hereinafter provided. Such request served on the company by the holder of bearer shares shall also be accompanied by any coupons or talons, which at the date of such delivery have not become due for payment of dividends or any other distribution by the Company to the holders of such shares. Following such exchange the share certificate relating to the exchange shares shall be delivered as directed by the member requesting the exchange.
- 3.2. Bearer share certificates shall be under the seal and shall state that the bearer is entitled to the shares therein specified, and may provide by coupons, talon or otherwise for the payment of dividends or other monies on the shares included therein.
- 3.3. Subject to the provisions of the Act and of these articles the bearer of a bearer share certificate shall be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the share register of the Company as the holder of the shares.
- 3.4. Subject to any specific provisions in these articles, in order to exercise his rights as a member of the Company, the bearer of a bearer share certificate shall produce the bearer share certificate as evidence of his membership of the Company. Without prejudice to the generality of the foregoing, the following rights may be exercised in the following manner:
  - 3.4.1. for the purpose of exercising his voting rights at a meeting, the bearer of a bearer share certificate shall produce such certificate to the chairman of the meeting;
  - 3.4.2. for the purpose of exercising his vote on a resolution in writing, the bearer of a bearer share certificate shall cause his signature to any such resolution to be authenticated as hereinafter set forth;
  - 3.4.3. for the purpose of requisitioning a meeting of members, the bearer of a bearer share certificate shall address his requisition to the directors, and his signature thereon shall be duly authenticated as hereinafter provided; and
  - 3.4.4. for the purpose of receiving dividends, the bearer of a bearer share certificate shall present at such places as may be designated by the directors, any coupons or talons issued for such purpose, or shall present the bearer share certificate to any paying agent authorised to pay dividends.
- 3.5. The signature of a bearer of a bearer share certificate shall be deemed to be duly authenticated if the bearer of the bearer share certificate shall produce such certificate to a notary public or a bank manager or a director or officer of the Company (hereinafter referred to as an "authorised person") and if the authorised person shall endorse the document bearing such signature with a statement.
  - 3.5.1. identifying the bearer share certificate produced to him by number and date and specifying the number of shares and the class of shares (if appropriate) comprised therein.
  - 3.5.2. confirming that the signature of the bearer of the bearer share certificate was subscribed in his presence and that if the bearer is representing a body corporate he has so acknowledged and has produced satisfactory evidence thereof.
  - 3.5.3. specifying the capacity in which he is qualified as an authorised person and, if a notary public, affixing his seal thereto or, if a bank manager, attaching an identifying stamp of the bank of which he is a manager.
- 3.6. Notwithstanding any other provisions of these articles at any time, the bearer of a bearer share certificate may deliver the certificate for such shares into the custody of the Company at its

registered office, whereupon the Company shall issue a receipt therefore under the seal signed by a director or officer identifying by name and address the person delivering such certificate and specifying the date and number of bearer shares so deposited and the number of shares comprised therein. Any such receipt may be used by the person named therein for the purpose of exercising the rights vested in the shares represented by the bearer share certificate so deposited including the right to appoint a proxy. Any bearer share certificate so deposited shall be returned to the person named in the receipt or his personal representative if such person be dead and thereupon the receipt issued therefore shall be of no further effect whatsoever and shall be returned to the company for cancellation or, if it has been lost or mislaid, such indemnity as may be required by resolution of directors shall be given to the Company.

- 3.7. The bearer of a bearer share certificate shall for all purposes be deemed to be the owner of the shares comprised in such certificate and in no circumstances shall the Company or the chairman of any meeting of members or the Company's registrars or any director or officer of the Company or any authorized person be obliged to inquire into the circumstances whereby a bearer share certificate came into the hands of the bearer thereof, or to question the validity or authenticity of any action taken by the bearer of a bearer share certificate whose signature has been authenticated as provided herein.
- 3.8. If the bearer of a bearer share certificate shall be a corporation, then all the rights exercised by virtue of such shareholding may be exercised by an individual duly authorised to represent the corporation, but unless such individual shall acknowledge that he is duly authorised to represent the corporation, the individual shall for all purposes hereof be regarded as the holder of the shares in any bearer share certificate held by him.
- 3.9. The directors may provide for payment of dividends to the holders of bearer shares by coupons or talons and in such event the coupons or talons shall be in such form and payable at such time and in such place or places as the directors shall resolve. The Company shall be entitled to recognise the absolute right of the bearer of any coupon or talon issued as aforesaid to payment of the dividend to which it relates, and delivery of the coupon or talon to the Company or its agents shall constitute in all respects a good discharge by the Company in respect of such dividend.
- 3.10. If any bearer share certificate, coupon or talon be worn out or defaced, the directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any bearer share certificate, coupon or talon be lost or destroyed, the directors may, upon the loss or destruction being established to their satisfaction and upon such indemnity being given to the Company as it shall by resolution of directors determine, issue a new bearer share certificate in its stead, and in either case on payment of such sum as the Company may from time to time by resolution of directors determine. In case of loss or destruction the person to whom such new bearer share certificate, coupon or talon is issued shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such loss or destruction and to such indemnity.

#### **4. SHARES, AUTHORISED CAPITAL AND CAPITAL**

- 4.1. Subject to the provisions of these articles and any resolution of members, the unissued shares of the Company shall be at the disposal of the directors who may, without prejudice to any right previously conferred on the holders of any existing shares or class or series of shares, offer, sell or grant options over or otherwise dispose of the shares to such persons at such times and on such terms and conditions as the Company may by resolution of directors determine.
- 4.2. Shares in the Company shall be issued for money, services rendered, personal property, an estate, real property, a promissory note or other binding obligation to contribute money or property or any combination of the foregoing as shall be determined by a resolution of directors.
- 4.3. Shares in the Company may be issued for such amount of consideration as the directors may from time to time by resolution of directors determine, except that in the case of shares with par value the amount shall not be less than the par value, and in the absence of fraud the decision of the directors as to the value of the consideration received by the Company in respect of the issue of

conclusive unless a question of law is involved. The consideration in respect of the shares constitutes capital to the extent of par value and the excess constitutes surplus.

- 4.4. A share issued by the Company upon conversion of, or in exchange for, another share, a debt obligation or other security in the Company shall be treated for all purposes as having been issued for money equal to the consideration received or deemed to have been received by the Company in respect of the other share, debt obligation or security.
- 4.5. Treasury shares may be disposed of by the Company on such terms and conditions (not otherwise inconsistent with these articles) as the Company may by resolution of directors determine.
- 4.6. The Company may issue fractions of a share and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole share of the same class or series of shares.
- 4.7. Upon the issue by the Company of a share without par value, the consideration in respect of the share constitutes capital to the extent designated by the directors, and the excess constitutes surplus, except that the directors must designate as capital an amount of the consideration that is at least equal to the amount that the share is entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.
- 4.8. The Company may purchase, redeem or otherwise acquire and hold its own shares but no purchase, redemption or other acquisition, which shall constitute a reduction in capital, shall be made except in compliance with articles 7.4 and 7.5.
- 4.9. Shares that the Company purchases, redeems or otherwise acquires pursuant to article 4.8 may be cancelled or held as treasury shares unless the shares are purchased, redeemed or otherwise acquired out of capital and would otherwise infringe upon the requirements of articles 7.4 and 7.5, or to the extent that such shares are in excess of 80 per cent of the issued shares of the Company, in which case they shall be cancelled but they shall be available for reissue. Upon the cancellation of a share, the amount included as capital of the Company with respect to that share shall be deducted from the capital of the Company.
- 4.10. Where shares in the Company are held by the Company as treasury shares or are held by another company of which the Company holds, directly or indirectly, shares having more than 50 per cent of the votes in the election of directors of the other company, such shares of the Company are not entitled to vote or to have dividends paid thereon and shall not be treated as outstanding for any purpose except for purposes of determining the capital of the Company.
- 4.11. No notice of a trust, whether expressed, implied or constructive, shall be entered in the share register.

## 5. TRANSFER OF SHARES

- 5.1. Subject to any limitations in the memorandum, registered shares in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee, but in the absence of such written instrument of transfer the directors may accept such evidence of a transfer of shares as they consider appropriate.
- 5.2. The Company shall not be required to treat a transferee of a registered share in the Company as a member until the transferor's name has been entered in the share register.
- 5.3. Subject to any limitations in the memorandum, the Company must on the application of the transferor or transferee of a registered share in the Company, enter in the share register the name of the transferor of the share save that the registration of transfers may be suspended and the share register closed at such times and for such periods as the Company may from time to time by resolution of directors determine, provided always that such registration shall not be suspended and the share register closed for more than 60 days in any period of 12 months.

## **6. TRANSMISSION OF SHARES**

- 6.1. The executor or administrator of a deceased member, the guardian of an incompetent member or the trustee of a bankrupt member shall be the only persons recognised by the Company as having any title to his share but they shall not be entitled to exercise any rights as a member of the Company until they have proceeded as set forth in the next two articles.
- 6.2. Any person becoming entitled by operation of law or otherwise to a share or shares in consequence of the death, incompetence or bankruptcy of any member may be registered as a member upon such evidence being produced as may reasonably be required by the directors. An application by any such person to be registered, as a member shall be deemed to be a transfer of shares of the deceased, incompetent or bankrupt member and the directors shall treat it as such.
- 6.3. Any person who has become entitled to a share or shares in consequence of the death, incompetence or bankruptcy of any member may, instead of being registered himself, request in writing that some person to be named by him be registered as the transferee of such share or shares and such request shall likewise be treated as if it were a transfer.
- 6.4. What amounts to incompetence on the part of a person is a matter to be determined by the court, having regard to all the relevant evidence and the circumstances of the case.

## **7. REDUCTION OR INCREASE IN AUTHORISED CAPITAL OR CAPITAL**

- 7.1. The Company may by a resolution of directors amend the memorandum to increase or reduce its authorised capital and in connection therewith the Company may, in respect of any unissued shares increase or reduce the number of shares, increase or reduce the par value of any shares or effect any combination of the foregoing.
- 7.2. The Company may amend the memorandum to:
  - 7.2.1. divide the shares, including issued shares, of a class and series into a larger number of shares of the same class or series; or
  - 7.2.2. combine the shares, including issued shares, of a class or series into a smaller number of shares of the same class or series;  
provided, however, that where shares are divided or combined under articles 7.2.1 and 7.2.2, the aggregate par value of the new shares must be equal to the aggregate par value of the original shares.
- 7.3. The capital of the Company may by a resolution of directors be increased by transferring an amount of the surplus of the Company to capital, and, subject to the provisions of articles 7.4 and 7.5 the capital of the Company may be reduced by transferring an amount of the capital of the Company to surplus.
- 7.4. No reduction of capital shall be effected that reduces the capital of the Company to an amount that immediately after the reduction is less than the aggregate par value of all outstanding shares with par value and all shares with par value held by the Company as treasury shares, and the aggregate of the amounts designated as capital of all outstanding shares without par value and all shares without par value held by the Company a treasury shares that are entitled to a preference, if any, in the assets of the Company upon liquidation of the Company.
- 7.5. No reduction of capital shall be effected unless the directors determine that immediately after the reduction, the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and that the realisable assets of the Company will not be less than its total liabilities, other than deferred taxes, as shown in the books of the Company, and its remaining capital, and, in the absence of fraud, the decision of the directors as to the realisable value of the assets of the Company is conclusive, unless a question of law is involved.
- 7.6. Where the Company reduces its capital the Company may:
  - 7.6.1. return to its members any amount received by the Company upon the issue of any of its shares;

- 7.6.2. purchase, redeem or otherwise acquire its shares out of capital; or
- 7.6.3. cancel any capital that is lost or not represented by assets having a realisable value.

**8. MEETINGS AND CONSENTS OF MEMBERS**

- 8.1. The directors of the Company may convene meetings of the members of the Company at such times and in such manner and places within or outside the Republic of Seychelles as the directors consider necessary or desirable.
- 8.2. Upon the written request of members holding 10 per cent or more of the outstanding voting shares in the Company, the directors shall convene a meeting of members.
- 8.3. The directors shall give not less than 7 days notice of meetings of members to these persons whose names on the date the notice is given appear as members in the share register of the Company.
- 8.4. A meeting of members held in contravention of the requirement in article 8.3 is not invalid:
  - 8.4.1. if members holding not less than 90 per cent of the total number of shares entitled to vote on all matters to be considered at the meeting, or 90 per cent of the votes of each class or series of shares whether members are entitled to vote thereon as a class or series together with not less than a 90 per cent majority of the remaining votes, have agreed to shorter notice of the meeting; or
  - 8.4.2. if all members holding shares entitled to vote on all or any matters to be considered at the meeting have waived notice of the meeting and for this purpose presence at the meeting shall be deemed to constitute waiver.
- 8.5. The inadvertent failure of the directors to give notice of a meeting to a member, or the fact that a member has not received notice, does not invalidate the meeting.
- 8.6. A member may be represented at a meeting of members by a proxy who may speak and vote on behalf of the member.
- 8.7. The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote.
- 8.8. An instrument appointing a proxy shall be in substantially the following form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the member appointing a proxy. Only members who are individuals may appoint proxies.

I/We .....  
 being a member of the above Company with .....  
 shares HEREBY APPOINT .....  
 of .....or failing him .....  
 ..... of .....  
 to be my/our proxy to vote for me/us at the meeting of members to be held on  
 ..... the day of ..... and  
 at any adjournment thereof.

(Any restrictions on voting to be inserted here)

Signed this ..... day of .....  
 .....  
 Member

- 8.9. The following shall apply in respect of joint ownership of shares:
  - 8.9.1. if two or more persons hold shares jointly, each of them may be present in person or by proxy at a meeting of members and may speak as a member;
  - 8.9.2. if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and

- 8.9.3. if two or more of the joint owners are present in person or by proxy they must vote as one.
- 8.10. A member shall be deemed to be present at a meeting of members if he participates by telephone or other electronic means and all members participating in the meeting are able to hear each other.
- 8.11. A meeting of members is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 per cent of the votes of the shares or class or series of shares entitled to vote on resolutions of members to be considered at the meeting. If a quorum is present, notwithstanding the fact that such quorum may be represented by only one person then such person may resolve any matter and a certificate signed by such person accompanied, where such person be a proxy, by a copy of the proxy form, shall constitute a valid resolution of members.
- 8.12. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of members, shall be dissolved; in any other case it shall stand adjourned to the next business day at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one-third of the votes of the shares or each class or series of shares entitled to vote on the resolutions to be considered by the meeting, those present shall constitute a quorum, but otherwise the meeting shall be dissolved.
- 8.13. At every meeting of members, the chairman of the board of directors shall preside as chairman of the meeting. If there is no chairman of the board of directors or the chairman of the board of directors is not present at the meeting, the members present shall choose someone of their number to be the chairman of the meeting. If the members are unable to choose a chairman for any reason, then the person representing the greatest number of voting shares present in person or by prescribed form or proxy at the meeting shall preside as chairman, failing which the oldest individual member or representative of a member present shall take the chair.
- 8.14. The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.15. At any meeting of the members the chairman shall be responsible for deciding in such manner as he shall consider appropriate whether any resolution has been carried or not, and the result of his decision shall be announced to the meeting and recorded in the minutes thereof. If the chairman shall have any doubt as to the outcome of any resolution put to the vote, he shall cause a poll to be taken of all votes cast upon such resolution, but if the chairman shall fail to take a poll then any member present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall thereupon cause a poll to be taken. If a poll is taken at any meeting, the result thereof shall be duly recorded in the minutes of the meeting by the chairman.
- 8.16. Any person other than an individual shall be regarded as one member and subject to article 8.17 the right of any individual to speak for or represent such member shall be determined by the law of the jurisdiction where, and by the documents by which the person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a Court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any member.
- 8.17. Any person other than an individual which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person could exercise if it were an individual member of the Company.
- 8.18. The chairman of any meeting at which a vote is cast by proxy or on behalf of any person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within 7 days of being so requested, or the votes cast by such proxy or on behalf of such person shall be disregarded.

## 9. DIRECTORS

- 9.1. The first directors of the Company shall be elected by the subscribers to the Memorandum; and thereafter, the directors shall be elected by the members or directors for such terms as they may determine.
- 9.2. The minimum number of directors shall be one and the maximum number shall be seven.
- 9.3. Each director shall hold office for the term, if any, fixed by resolution of members or until his earlier death, resignation or removal.
- 9.4. A director may be removed from office, with or without cause, by a resolution of members.
- 9.5. A director may resign his office by giving written notice of his resignation to the Company, and the resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice.
- 9.6. A vacancy in the board of directors may be filled by a resolution of members or by a resolution of the majority of the remaining directors.
- 9.7. With the prior or subsequent approval by a resolution of members, the directors may, by a resolution of directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the company.
- 9.8. A director shall not require a share qualification, and may be an individual or a company.

## 10. POWERS OF DIRECTORS

- 10.1. The business and affairs of the Company shall be managed by the directors who will pay all expenses incurred preliminary to and in conjunction with the formation and registration of the Company and may exercise all such powers of the Company as are not by the Act or by the memorandum or these articles required to be exercised by the members of the Company, subject to any delegation of such powers as may be authorised by these articles and to such requirements as may be prescribed by a resolution of members; but no requirement made by a resolution of members shall prevail if it be inconsistent with these articles nor shall such requirement invalidate any prior act of the directors which would have been valid if such requirement had not been made.
- 10.2. The directors may, by a resolution of directors, appoint any person, including a person who is a director, to be an officer or agent of the Company.
- 10.3. Every officer or agent of the Company has such powers and authority of the directors, including the power and authority to affix the seal, as are set forth in these Articles or in the resolution of directors appointing the officer or agent, except that no officer or agent has any power or authority with respect to fixing the emoluments of directors.
- 10.4. Any director which is a body corporate may appoint any person its duly authorised representative for the purpose of representing it at meetings of the Board of Directors or with respect to unanimous written consents.
- 10.5. The continuing directors may act notwithstanding any vacancy in their body, save that if their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum for a meeting of directors, the continuing directors or director may act only for the purpose of appointing directors to fill any vacancy that has arisen or summoning a meeting of members.
- 10.6. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by resolution of directors.

## 11. PROCEEDINGS OF DIRECTORS

- 11.1. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or without the Republic of Seychelles as the directors may determine to be necessary or desirable.
- 11.2. A director shall be deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.
- 11.3. A director shall be given not less than 7 days' notice of meetings of directors, but a meeting of directors held without 7 days' notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend waive notice of the meeting. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.
- 11.4. A director may by a written instrument appoint an alternate who need not be a director and an alternate is entitled to attend meetings in the absence of the director who appointed him and to vote or consent in the place of the director.
- 11.5. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate not less than one half of the total number of directors, unless there are only two directors in which case the quorum shall be two.
- 11.6. If the company shall have only one director the provisions herein contained for meetings of the directors shall not apply but such sole director shall have full power to represent and act for the Company in all matters as are not by the Act or by the memorandum or by these articles required to be exercised by the members of the Company, and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a resolution of directors. Such a note or memorandum shall constitute sufficient evidence of such resolution for all purposes.
- 11.7. At every meeting of the directors the chairman of the board of directors shall preside as chairman of the meeting. If there is no chairman of the board of directors or if the chairman of the board of directors is not present at the meeting, the vice chairman of the board of directors shall preside. If there is no vice chairman of the board of directors or if the vice chairman of the board of directors is not present at the meeting the directors shall choose someone of their number to be the chairman of the meeting.
- 11.8. The directors shall cause the following corporate records to be kept:
  - 11.8.1. minutes of all meetings of directors, members, committees of directors, committee of officers and committees of members;
  - 11.8.2. copies of all resolutions consented to by directors, members and committees of directors,
  - 11.8.3. committees of officers and committees of members; and
  - 11.8.4. such other accounts and records as the directors by resolution of directors consider necessary or desirable in order to reflect the financial position of the company.
- 11.9. The books, records and minutes shall be kept at the registered office of the Company or at such other place as the directors determine.
- 11.10. The directors may, by a resolution of directors, designate one or more committees, each comprising of one or more directors.
- 11.11. Each committee of directors has such powers and authorities of the directors, including the power and authority to affix the seal, as set forth in the resolution of directors establishing the committee, except that no committee has any power or authority either to amend the memorandum or these articles or with respect to the matters requiring a resolution of directors under articles 9.6, 9.7 and 10.2.
- 11.12. The meetings and proceedings of each committee of directors consisting of two or more directors shall be governed mutatis mutandis by the provisions of these articles regulating the proceedings of

directors so far as the same are not superseded by any provisions in the resolution establishing the committee.

## 12. OFFICERS

- 12.1. The company may by resolution of directors appoint officers of the Company at such times as shall be considered necessary or expedient. Such officers may consist of a chairman of the board of directors, a vice chairman of the board of directors, president and one or more vice presidents, secretaries and treasurers and such other officers as may from time to time be deemed desirable. Any number of offices may be held by the same person.
- 12.2. The officers shall perform such duties as shall be prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by resolution of directors or resolution of members, but in the absence of any specific allocation of duties it shall be the responsibility of the chairman of the board of directors to preside at meetings of directors and members, the vice chairman to act in the absence of the chairman, the president to manage the day to day affairs of the company, the vice presidents to act in order of seniority in the absence of the president but otherwise to perform such duties as may be delegated to them by the president, the secretaries to maintain the share register, minute books and records (other than financial records) of the Company and to ensure compliance with all procedural requirements imposed on the Company by applicable law, and the treasurer to be responsible for the financial affairs of the Company.
- 12.3. The emoluments of all officers shall be fixed by resolution of directors.
- 12.4. The officers of the Company shall hold office until their successors are duly elected and qualified, but any officer elected or appointed by the directors may be removed at any time, with or without cause, by resolution of directors. Any vacancy occurring in any office of the Company may be filled by resolution of directors.

## 13. CONFLICT OF INTEREST

- 13.1. No agreement or transaction between the Company and one or more of its directors or any person in which any director has a financial interest or to whom any director is related, including as a director of that other person, is void or voidable for this reason only or by reason only that the director is present at the meeting of directors or at the meeting of the committee of directors that approves the agreement or transaction or that the vote or consent of the director is counted for that purpose if the material facts of the interest of each director in the agreement or transaction and his interest in or relationship to the other party to the agreement or transaction are disclosed in good faith or are known by the other directors.
- 13.2. A director who has an interest in any particular business to be considered at a meeting of directors or members may be counted for the purposes of determining whether the meeting is duly constituted.

## 14. INDEMNIFICATION

- 14.1. Subject to article 14.2 the Company may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigate proceedings, any person who:
- 14.1.1. is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, an officer or a liquidator of the company; and
- 14.1.2. is or was, at the request of the company, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.

- 14.2. Article 14.1 only applies to a person referred to in that article if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that his conduct was unlawful.
- 14.3. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful is, in the absence of fraud, sufficient for the purposes of these articles, unless a question of law is involved.
- 14.4. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.
- 14.5. If a person referred to in article 14.1 has been successful in defence of any proceedings referred to in that article, the person is entitled to be indemnified against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.
- 14.6. The Company may purchase and maintain insurance in relation to any person who is or was a director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against all liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under article 14.1.

## **15. SEAL**

The directors shall provide for the safe custody of the seal. The seal when affixed to any written instrument shall be witnessed by a director or any other person so authorised from time to time by resolution of directors. The directors may provide for a facsimile of the seal and of the signature of any director or authorised person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been signed as hereinbefore described.

## **16. DIVIDENDS**

- 16.1. The Company may by a resolution of directors declare and pay dividends in money, shares or other property but dividends shall only be declared and paid out of surplus. In the event that dividends are paid in specie the directors shall have responsibility for establishing and recording in the resolution of directors authorising the dividends, a fair and proper value for the assets to be so distributed.
- 16.2. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the Company.
- 16.3. The directors may, before declaring any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund upon such securities as they may select.
- 16.4. No dividends shall be declared and paid unless the directors determine that immediately after the payment of the dividend the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and the reasonable value of the assets of the Company will not be less than the sum of its total liabilities, other than deferred taxes, as shown in its books of account, and its capital. In the absence of fraud, the decision of the directors as to the reasonable value of the assets of the Company is conclusive, unless a question of law is involved.
- 16.5. Notice of any dividend that may have been declared shall be given to each member in the manner hereinafter mentioned and all dividends unclaimed for three years after having been declared may be forfeited by resolution of directors for the benefit of the Company.

- 16.6. No dividend shall bear interest against the Company and no dividend shall be paid on shares described in article 4.10.
- 16.7. A share issued, as a dividend by the Company shall be treated for all purposes as having been issued for money equal to the surplus that is transferred to capital upon the issue of the share.
- 16.8. In the case of a dividend of authorised but unissued shares with par value, an amount equal to the aggregate par value of the shares shall be transferred from surplus to capital at the time of the distribution.
- 16.9. In the case of a dividend of authorized but unissued shares without par value, the amount designated by the directors shall be transferred from surplus to capital at the time of the distribution, except that the directors must designate as capital an amount that is at least equal to the amount that the shares are entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.
- 16.10. A dividend of the issued and outstanding shares of a class or series of shares into a larger number of shares of the same class or series having a proportionately smaller par value does not constitute a dividend of shares.

#### **17. BOOKS AND RECORDS**

- 17.1. The company shall keep such accounts and records as the directors of the Company consider necessary or desirable in order to reflect the financial position of the Company.
- 17.2. The company shall keep minutes or some notes or memoranda in writing of all meetings of directors, members, committees of directors, committees of officers and committees of members, and copies of all resolutions or decisions consented to or arrived at by directors, members, committees of directors, committees of officers and committees of members.
- 17.3. The books, records, minutes and notes required by articles 17.1 and 17.2 shall be kept at the registered office of the Company or at the principal business office of the Company or at such other place as the directors determine, and shall be kept open to the inspection of the directors at all times.
- 17.4. Where such books, records and minutes are kept at a place other than at the registered office of the company the address of such other place shall be notified to the Registrar by the directors or the registered agent.

#### **18. AUDIT**

- 18.1. The Company may by resolution of members call for the accounts to be examined by auditors.
- 18.2. The first auditors shall be appointed by resolution of directors; subsequent auditors shall be appointed by a resolution of members.
- 18.3. The auditors may be members of the Company but no director or other officer shall be eligible to be the auditor of the company during his continuance in office.
- 18.4. The remuneration of the auditors of the Company:
- 18.4.1. in the case of auditors appointed by the directors, may be fixed by resolution of directors.
- 18.4.2. otherwise shall be fixed by a resolution of members of the company.
- 18.5. An auditor appointed by the directors may at any time be removed and replaced by a resolution of members.

#### **19. AMENDMENTS TO ARTICLES**

- 19.1. The Company may alter or modify the provisions contained in these Articles, as originally drafted or as amended from time to time, by resolution of directors or by resolution of members.

**20. CONTINUATION**

20.1. The Company may, by resolution of directors or by resolution of members, continue as a company incorporated under the laws of a jurisdiction outside Seychelles in the manner provided under those laws.

Dated this 5th day of April 2005.

Subscriber's signature:



Name:

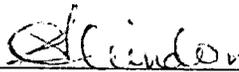
Intershore Consult (Proprietary) Limited

Address:

306 Victoria House, Victoria, Mahé, Seychelles

**Witness to the above signature**

Signature:



Name:

Ms. Cynthia Alcindor

Address:

306 Victoria House, Victoria, Mahé, Seychelles

SEYCHELLES INTERNATIONAL  
BUSINESS AUTHORITY

05 APR 2005

BOX 991, VICTORIA MAHE  
SEYCHELLES

REPUBLIC OF SEYCHELLES  
THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994

**ALL LTD**  
Company Number **038993**

MEMORANDUM OF ASSOCIATION

1. The name of the company is ALL LTD.
2. The registered office of the company is situated at 306 Victoria House, Victoria, Mahe, Seychelles.
3. The registered agent of the company is Intershore Consult (Proprietary) Limited of 306 Victoria House, Victoria, Mahé, Seychelles.
4. The objects of the company are to engage in any act or activity that is not prohibited under any law for the time being in force in Seychelles, provided that the company shall not carry on any banking, insurance, reinsurance or trust business.
5. The authorised capital of the company is Five Thousand United States Dollars (US\$5,000.00) which consists of Five Thousand (5000) shares of One United States Dollar (US\$1.00) each and the aggregate of the par value of the shares that the company is authorised to issue is equal to its authorised capital.
6. All the shares in the company shall be issued in United States Dollars.
7. All the shares in the company shall be of the same class and series.
8. All the shares in the company shall be ordinary shares, which shall carry:
  - a) equal voting rights;
  - b) equal rights to dividends;
  - c) equal rights to the return of capital and participation in surplus assets on a winding-up; and shall rank pari passu in every other respect.
9. The directors are authorised to issue shares as registered shares or to bearer as they may determine by resolution.
10. Shares issued as registered shares may be exchanged for bearer shares and vice-versa.
11. Notice required to be given to members of the company shall be given to the holders of the bearer shares in the following manner:
  - a) by publishing the notice, information or written statement required to be given to members under the Act in the Gazette, a newspaper circulating in Seychelles, a newspaper circulating in the place where the company has its principal office, and where a company is registered in a branch office, a newspaper circulating in the country of jurisdiction where the branch is situated, or

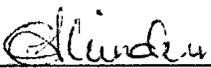
b) in the event that the holder of bearer shares has provided the registered agent with an address for service of notices, the notice shall be served in the same manner as notices are served on holders of registered shares.

**We, undersigned subscribers are desirous of being formed into an International Business Company to be governed by this Memorandum of Association.**

Dated this 5th day of April 2005.

Subscriber's signature:   
Name: Intershore Consult (Proprietary) Limited  
Address: 306 Victoria House, Victoria, Mahé, Seychelles

**Witness to the above signature**

Signature:   
Name: Ms. Cynthia Alcindor  
Address: 307 Victoria House, Victoria, Mahé, Seychelles

SEYCHELLES INTERNATIONAL  
BUSINESS ASSOCIATION  
05 APR 2005  
BOX 991, VICTORIA MAHE  
SEYCHELLES

# **Exhibit I**

----- Forwarded message -----

From: **Selena Kovalski** <[selenaotorvan@gmail.com](mailto:selenaotorvan@gmail.com)>

Date: 2005/10/18

Subject: Re: Search Engine Project

To: Eric Haddad <[eric@haddad.net](mailto:eric@haddad.net)>

Dear Eric,

Thank you for your reply, but Mr. Winters will handle all my accounts here in Europe and will get in touch with you as soon as possible to get our deal on paper at least.

I will stay in touch.

Selena

2005/10/16 Eric Haddad <[eric@haddad.net](mailto:eric@haddad.net)>:

Dear Selena,

I was very sorry to hear about Igor, he was still young and a very good and honest guy to deal with. Please accept my condolences, as I expressed on the phone this is a terrible tragedy.

Regarding [ALL.COM](http://ALL.COM), it's almost ready, but we are having some problems registering the company in the USA because "ALL" is a generic word, but the site should be up and running within 3 months or so, with you and me in the domain owner contacts. I will be happy to deal with Mr. Winters regarding our dealings, but I find it strange that you would let a stranger handle Igor's accounts and dealings in London. I have a very good friend

in the U.K. that has been doing all my Tax returns and legal stuff in Europe for me that takes a 10% fee and is very trustworthy. I can get him to get in touch with you, if you want.

But I will be happy to deal with anybody you ask me too.

I will contact you as soon as we launch [www.all.com](http://www.all.com).

Sincerely Yours

Your Friend

Eric

----- Original Message -----

From: "Selena Kovalski"

To: "Eric Haddad"

Subject: Re: Search Engine Project

Date: Tue, 14 Oct 2005 21:23:56 +0500

Hello Eric,

As you know, my husband died last month from complications after an operation. Im still in some shock and trying to cope with our son and Igor's relatives that have flocked to London in the last month.

Please send me any details regarding our venture. Its been 5 months and no word from you regarding the completion of the website "[all.com](http://all.com)". You will be contacted by our Audit attorney Mr. Simon Winters regarding our deal with you, you can be honest and truthfull with him on any subject, he has been with us for some time

now and is handling Igor's affairs after he died.  
Thank you for understanding.  
Sincerely Yours  
Selena Kovalski

2005/3/24 Selena Kovalski <[selenaotorvan@gmail.com](mailto:selenaotorvan@gmail.com)>:

Yes I got them, thanks.  
Funds going out on friday morning "express wire" and you should get them the same day or on Monday.  
Cheers  
Selena K.

2005/3/23 Eric Haddad <[eric@haddad.net](mailto:eric@haddad.net)>:

Hi Selena,

I have sent you the Bank Details via fax and you should have got that fax already.  
Please call me when you will send out the funds so we can get started right away.  
Thanks for the Gmail Invite, im setting it up right now.

Eric

----- Original Message -----

From: "Selena Kovalski"  
To: "Eric Haddad"  
Subject: Re: Search Engine Project  
Date: Tue, 22 Mar 2005 18:40:19 +0500

Ok, thats great Eric, please send me your bank details via Fax at +44-203-0311275 and ATTention it to me.The funds will be sent as soon as possible.  
Ive just sent you the invite. HAPPY GMAIL!!!. Its a great mail network plus the 2.5 Gigs of free space is great.

Selena K.

2005/3/22 Eric Haddad <[eric@haddad.net](mailto:eric@haddad.net)>:

Dear Selena,

As we talked about over the phone, we are ready to go ahead with the purchase of [all.com](http://all.com) and the start of a [ALL.COM](http://ALL.COM) internet search engine, not like Google or Yahoo yet but something in the likes of like [www.com](http://www.com). The initial purchase of the domain will be 40K USD and the design, programing and keeping the guy who will be looking out for the engine at work for another 6 months will be about 17K, its not much as I promised before because of my contacts in my former company, and they will handle it only for the 17K over the next 6 months. Let's hope :), we start making some cash by then. I will need a copy of any document so I can register the U.S. [all.com](http://all.com) company and trademark in both our names. Please scan it and send it to me as soon as possible. I would also need a permanent address for you. Is it Kovalski or Otorvan?  
Because your email is Selena Otorvan but its signed Selena Kovalski.  
Thanks.

Eric

P.S. I hate myself and im very sorry for asking, but you dont happen to have a Google Gmail Invite? Ive been trying to get one for months and heard so much about it, then we can use the same system :). Thanks again.  
Eric.

----- Original Message -----

From: "Selena Kovalski"

To: [eric@haddad.net](mailto:eric@haddad.net)

Subject: Search Engine Project

Date: Tue, 22 Mar 2005 11:01:38 +0500

Hello Eric,

Any news on our plan with the search engine? We are ready with the financing as soon as you give the go ahead.

Thanks

Selena Kovalski

# **Exhibit J**

03/24/2005 16:16:14 52552789593 From: Eric Haddad

**FAX COVER SHEET**

TO	{}
COMPANY	
FAX NUMBER	442030311275
FROM	Eric Haddad
DATE	2005-03-24 16:11:54 GMT
RE	ATT: SELENA KOVALSKI (OTORVAN)

**COVER MESSAGE**

HI SELENA, THESE ARE MY BANK DETAILS,  
KIND REGARDS , ERIC

03.24.2005 16:18:24

62607795593

From: Eric Haddad



Beneficiary: Haddad Web Solutions Ltd  
 Beneficiary post address: 206 South Escaymo boulevard, suite 2730,  
 Miami, Florida, USA  
 Beneficiary Bank: Danske Bank  
 Beneficiary account #: 301 [REDACTED]  
 Beneficiary IBAN #: GB09 [REDACTED]  
 Beneficiary Bank Swift: DA [REDACTED]  
 Beneficiary Bank address: 75 King William Street, London, EC4N 7BT

From: Bank Leumi

2008-04-22 17:03:58 (GMT)

072-3-5281872

PAYMENT ORDER CONFIRMATION 181  
BANK LEUMI, Tel-Aviv, Israel  
SWIFT LUMIILTT, TEL/FAX +972-3-514-8111, +972-3-566-1872  
TO: CHASE MANHATTAN BANK  
1036 AVENUE OF THE AMERICAS, 10036

DATE: 25/03/2008

101: OUR REFERENCE	200803255750274
100: ORD. CUSTOMER ADDRESS	SELENA AND INNA KOVALSKI INTERNATIONAL TRUST LTD 306 Victoria House, Victoria, MA66, SEYCHELLES
102: VALUE DATE	25/03/2008 SETTLED AMOUNT USD: 50,000.00
103: INTERMEDIARY BANK ADDRESS SWIFT CODE	DEUTSCHE BANK AG 63 WALL STREET, NEW YORK, NY, 10005 DE442512
104: BENEFICIARY'S BANK ADDRESS SWIFT CODE	Barclays Bank 75 KING WILLIAM STREET, LONDON, EC4W 3DF GB292000
105: BENEFICIARY ADDRESS	HADDAD WEB SOLUTIONS LTD 200 South Biscayne Boulevard, Suite 2730, Miami, Florida
ACCOUNT TYPE	30 [REDACTED]
106: DETAILS OF PAYMENT	CEB [REDACTED] - 668 [REDACTED]
107: CHARGE	THIS IS FOR PAYMENT FOR ALL DOT-COM DOMAIN PURCHASE AND EXPENSES

# **Exhibit K**

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2008-08-26 14:52:48 ET

Serial Number: 78923609 Assignment Information      Trademark Document Retrieval

Registration Number: (NOT AVAILABLE)

Mark

# ALL.COM

(words only): ALL.COM

Standard Character claim: Yes

Current Status: An office action making FINAL a refusal to register the mark has been mailed.

Date of Status: 2008-07-07

Filing Date: 2006-07-06

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 102

Attorney Assigned:  
AGOSTO GISELLE MARIE

Current Location: L2X -TMEG Law Office 102 - Examining Attorney Assigned

Date In Location: 2008-07-07

---

**LAST APPLICANT(S)/OWNER(S) OF RECORD**

---

1. ERIC HADDAD KOENIG

**Address:**  
ERIC HADDAD KOENIG  
Montes Apalaches No. 420 Colonia Lomás de Virreyes

Mexico, D.F. C.P. 1100

Mexico

**Legal Entity Type:** Individual

**Country of Citizenship:** Mexico

**Phone Number:** 52.80.27.89

---

### GOODS AND/OR SERVICES

---

**International Class:** 009

**Class Status:** Active

Audio recordings featuring music, voice recordings, speeches; Downloadable MP3, MP4, WAV, AIFF, WMA, OGG, VQF, MPEG, AAC, PCA, RM, MID, ATRAC, AC3, AVI, M-JPEG, DIVX, MPEG-1, MPEG-2, MPEG-A, VCD, SVCD, WMV, ASF, RM, RP9, WMV9, OGG THEORA, DIRAC, MOV, and SWF files, MP3, MP4, WAV, AIFF, WMA, OGG, VQF, MPEG, AAC, PCA, PM, MID, ATRAC, AC3, AVI, M-JPBG, DIVX, MPEG-1, MPEG-2, MPEG-4, VCD, SVCD, WMV, ASF, RM, RP9, WMV9, OGG THEORA, DIRAC, MOV, and SWF recordings, webcasts and podcasts featuring music, and news broadcasts; Downloadable video recordings featuring music, television shows and movies; photographs, graphics; Software, applications, programs, plugins, patches, cracks, and generators, to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information over the Internet or other communications network

**Basis:** 1(b), 44(d), 44(e)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

**International Class:** 041

**Class Status:** Active

Online gaming services, namely, providing computer-based games through an online interface

**Basis:** 1(b), 44(d), 44(e)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

---

### ADDITIONAL INFORMATION

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**Foreign Registration Number:** 3217655

**Foreign Registration Date:** 2004-01-28

**Country:** Mexico

**Foreign Expiration Date:** 2014-01-27

---

### MADRID PROTOCOL INFORMATION

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(NOT AVAILABLE)

---

### PROSECUTION HISTORY

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**NOTE:** To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2008-07-07 - Notification Of Final Refusal Emailed

2008-07-07 - Final refusal e-mailed  
2008-07-07 - Final Refusal Written  
2008-05-27 - Amendment From Applicant Entered  
2008-05-20 - Communication received from applicant  
2008-05-22 - Divisional processing completed  
2008-05-20 - Divisional request received  
2008-05-21 - Assigned To LIE  
2008-05-20 - FAX RECEIVED  
2008-04-23 - Notification Of Non-Final Action E-Mailed  
2008-04-23 - NON-FINAL ACTION E-MAILED  
2008-04-23 - Non-Final Action Written  
2008-04-22 - Teas/Email Correspondence Entered  
2008-04-21 - Communication received from applicant  
2008-04-21 - TEAS Response To Suspension Inquiry Received  
2008-02-06 - Report Completed Suspension Check Case Still Suspended  
2008-02-06 - Assigned To LIE  
2007-08-06 - Notification Of Letter Of Suspension E-Mailed  
2007-08-06 - LETTER OF SUSPENSION E-MAILED  
2007-08-06 - Suspension Letter Written  
2007-06-07 - Teas/Email Correspondence Entered  
2007-06-06 - Communication received from applicant  
2007-06-06 - TEAS Response to Office Action Received  
2006-12-06 - Non-final action e-mailed  
2006-12-06 - Non-Final Action Written  
2006-12-06 - Assigned To Examiner

2006-07-12 - Notice Of Pseudo Mark Mailed

2006-07-11 - New Application Entered In Tram

---

**ATTORNEY/CORRESPONDENT INFORMATION**

---

**Attorney of Record**

Arlir M. Amado

**Correspondent**

ARLIR M. AMADO

KRAMER & AMADO

1725 DUKE ST STE 240

ALEXANDRIA, VA 22314-3472

Phone Number: 703-519-9801

Fax Number: 703-519-9802

---

# **Exhibit L**

## DOMAIN NAME PURCHASE AGREEMENT # 01102008ALLDOTCOM

This agreement (the "Agreement") is made as of January 10<sup>th</sup> 2008, by and between All Ltd. represented by Mrs. Selena Kovalski (President) of 306 Victoria House, Mahe, Victoria, Seychelles (as the "Buyer"), and Eric Haddad Koenig of 200 South Biscayne Boulevard, Suite 2730, Miami, Florida (the "Seller").

## WITNESSETH:

WHEREAS, Seller has and owns certain rights to a domain name and certain property rights associated with such domain name; and

WHEREAS, Seller desires to sell to the Purchaser its entire right, title and interest in such property;

NOW, THEREFORE, it is agreed between the parties as follows:  
AGREEMENT

## 1. Sale of Domain Name and Related Property.

Seller agrees to sell, assign, and transfer to Purchaser, his entire right, title and interest in and to the Domain Name "ALL.COM" (all English letters) hereinafter the "Domain Name", trademark rights, and all internet traffic to the Domain Name (collectively referred hereto as the "Property"). Seller retains all other rights and benefits affiliated with the website (hereinafter the "Website") including but not limited to the following: copyrights to WebPages designed for the Website, page layouts for the Website, all graphics used at the Website, all databases generated for the Website, online forms and search engine created and currently used for the Website, all banner advertisements for the Website, and the banner advertisement network for the Website.

## 2. Seller's Warranties and Duties.

Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

Immediately upon delivery of Full Payment, Seller will take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with InterNIC or other authorized entity. Seller also agrees to take any actions necessary or desirable to effect the transfer of the Domain Name to a primary and secondary hosting service to be designated by Purchaser.

### 3. Consideration.

As consideration for the sale of the Property and Seller's warranties, purchaser promises to pay Seller Eighty Thousand Dollars \$80000 for the domain name ALL.COM. Since Forty Thousand Dollars \$40000 was paid on March 25th of 2005 for 50% of rights to the domain (also \$17000 was paid on March 25<sup>th</sup> 2005 for development expenses, that are not liable or connected to this Agreement), the rest of the amount of Forty Thousand Dollars (\$40000) will be paid by bank transfer no later than 30 (thirty) days of the date first written above. Bank account and payment instructions will be instructed by a separate invoice to this agreement # 01102008ALLDOTCOM.

### 4. Delay in Payment and Termination.

If Purchaser is more than thirty (30) days late on Escrow and/or payment made pursuant to Section 3 above, this Agreement will terminate and Seller will retain any payment amounts made to Seller up to the date of termination.

### 5. Prosecution and Maintenance of Property.

Seller hereby agrees that he will communicate to the Purchaser any facts known to Seller respecting the Property, whenever reasonably requested, and at Purchaser's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Purchaser, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

### 6. Creation of another Website.

Under this Agreement the Seller may create another website similar to the Websites currently at the Domain Name "ALL.COM" and this Agreement in no way limits Seller in the creation of new websites other than in the use of the Domain Name and the internet traffic directed to the Domain Name as set forth in Section 1 above.

### 7. Miscellaneous.

No Conditions to Effectiveness: Entire Agreement. There are no conditions to the effectiveness of this Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by, construed and enforced in accordance with the laws of the United Kingdom, as such laws apply to agreements made and to be performed entirely within the United Kingdom. Any action in respect of, or concerning, this agreement shall be litigated solely in the United Kingdom, and both parties consent to jurisdiction of the person and venue solely in the United Kingdom.

writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed

As, a further or continuing waiver of any such term, condition or provision. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

Each party, in entering into this Agreement, acts as an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER  
By: Selena Kovalski

SELLER  
By: [Signature]



Date: 10 Jan 2008 roza

Date: 10.01.2008

**Invoice for contract # 01102008ALLDOTCOM**

**Payment of \$40,000 USD for the domain name all.COM**

**Beneficiary: Haddad Web Solutions Ltd**

**Beneficiary post address: 200 South Biscayne Boulevard, Suite 2730, Miami, Florida, USA**

**Beneficiary Bank: Danske Bank**

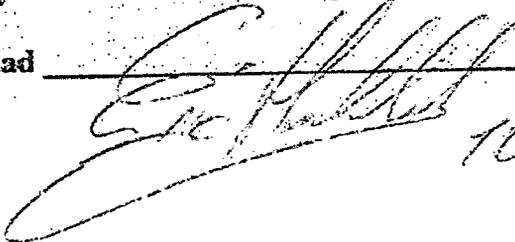
**Beneficiary account #: 30 [REDACTED]**

**Beneficiary IBAN #: GB03 [REDACTED]**

**Beneficiary Bank Swift: DA [REDACTED]**

**Beneficiary Bank address: 75 King William Street, London, EC4N 7DT**

**Eric Haddad**



**10 January 2008**

*10-01-2008*

# **Exhibit M**

From: Bank Leumi

2008-04-22 17:09:08 (GMT)

972-3-5601872

PAYMENT ORDER CONFIRMATION 28171229912220060111  
BANK LEUMI, Tel-Aviv, Israel.  
SWIFT LUMILIT, TEL/FAX +972-3-514-8111, +972-3-566-1872  
10: CHASE MANHATTAN BANK  
1000 AVENUE OF THE AMERICAS, 10036

COPIED

DATE: 11/01/2006

:20: OUR REFERENCE	20080112296122
:50: ORG. CUSTOMER ADDRESS	SELENA AND IOOR KOVALSKI INTERNATIONAL TRUST LTD 306 Victoria House, Victoria, Malé, SEYCHELLES,
:32: VALUE DATE	11/01/2006 SETTLED AMOUNT USD 40,000.00
:56: INTERMEDIARY BANK ADDRESS SWIFT CODE	DEUTSCHE BANK AG 50 WALL STREET, NEW YORK, NY, 10038 DE442512
:57: BENEFICIARY'S BANK ADDRESS SWIFT CODE	Danske Bank 75 KING WILHELM STREET, LONDON, ENGLAND DABAG22
:58: BENEFICIARY ADDRESS	HADDAD WEB SOLUTIONS LTD 233 South Biscayne Boulevard, Suite 2700, Miami, Florida
:70: ACCOUNT OF PAYMENT	301 [REDACTED]
:71: CHARGE	DOMAIN NAME PURCHASE AGREEMENT 01100000ALLOCATION MINUS PAID IN MARCH 2006 40000 USD ALL PAID FOR EXPENSES THAT IS SEPERATE OUR



# **Exhibit N**



All.com on 2008-01-19 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** [all.com](#) - [Domain History](#)

**Cache Date:** 2008-01-19

**Registrar:** **GODADDY.COM, INC.**

**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[eric.haddad@all.com](mailto:eric.haddad@all.com)

---

Registrant:

all.com  
200 south biscayne blv 2730  
miami, Florida 33131  
United States

Domain Name: ALL.COM

Created on: 27-Sep-95  
Expires on: 28-Dec-11  
Last Updated on: 03-May-06

Administrative Contact:

Haddad, Eric [eric.haddad@all.com](mailto:eric.haddad@all.com)  
all.com  
200 south biscayne blv 2730  
miami, Florida 33131  
United States  
2123727391 Fax --

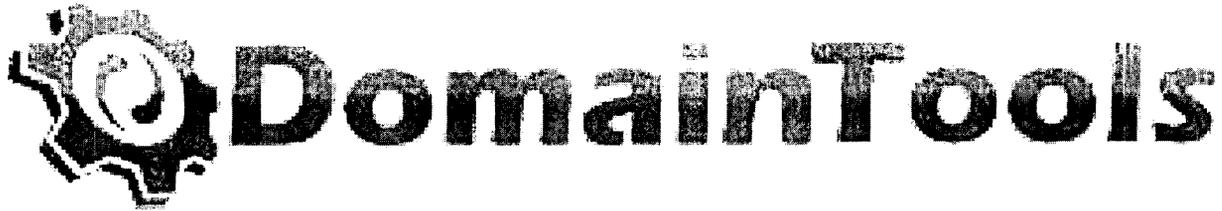
Technical Contact:

Haddad, Eric [eric.haddad@all.com](mailto:eric.haddad@all.com)  
all.com  
200 south biscayne blv 2730  
miami, Florida 33131  
United States  
2123727391 Fax --

Domain servers in listed order:

NS1.IPOWERWEB.NET  
NS1.IPOWERWEB.COM

# Exhibit O



All.com on 2008-01-22 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** [all.com](#) - [Domain History](#)

**Cache Date:** 2008-01-22

**Registrar:** **BIZCN.COM, INC.**

**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)

---

Domain name: all.com

Registrant Contact:

ALL LTD  
Kovalski Selena [selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)  
2125432481 fax: 2125432481  
123 south biscayne blv 112  
miami Florida 33235  
us

Administrative Contact:

Kovalski Selena [selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)  
2125432481 fax: 2125432481  
123 south biscayne blv 112  
miami Florida 33235  
us

Technical Contact:

Kovalski Selena [selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)  
2125432481 fax: 2125432481  
123 south biscayne blv 112  
miami Florida 33235  
us

Billing Contact:

Kovalski Selena [selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)  
2125432481 fax: 2125432481  
123 south biscayne blv 112  
miami Florida 33235

# Exhibit P

## DOMAIN NAME PURCHASE AGREEMENT

This agreement is made as of July 30th, 2008, between All Ltd., represented by Mrs. Selena Kovalski (President) 306 Victoria House, Mahe, Victoria, Seychelles ("Seller"), and Mrs. Selena Kovalski ("Buyer").

WHEREAS, Seller wishes to sell and Buyer wishes to purchase all of the Seller's right, title and interest in the domain name and certain property rights associated with the domain name, all.com.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Sale of Domain Name and Related Property.

Seller agrees to sell, assign, and transfer to Purchaser, her entire right, title and interest in and to the Domain Name "ALL.COM" (all English letters) hereinafter the "Domain Name", trademark rights, and all internet traffic to the Domain Name (collectively referred hereto as the "Property").

2. Seller's Warranties and Duties.

Seller hereby represents and warrants that, to the best of her knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller will not execute any agreement in conflict with this Agreement.

Immediately upon delivery of Full Payment, Seller will take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name, with InterNic or other authorized entity. Seller also agrees to take any actions necessary or desirable to effect the transfer of the Domain Name to a primary and secondary hosting service to be designated by Purchaser.

3. Prosecution and Maintenance of Property.

Seller hereby agrees that he will communicate to the Purchaser any facts known to Seller respecting the Property, whenever reasonably requested, and at Purchaser's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Purchaser, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

4. Assignment of Domain Purchase Agreement #01102008ALLDOTCOM

Seller hereby assigns to Buyer all of her right, title, and interest, in a certain domain purchase agreement identified as Domain Purchase Agreement

ALLDOTCOM Agreement including but not limited to the enforcement of the ALLDOTCOM Agreement.

This Agreement may be executed in one or more counter-parts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

BUYER

SELLER

By: Selena Kovalski  
Selena Kovalski

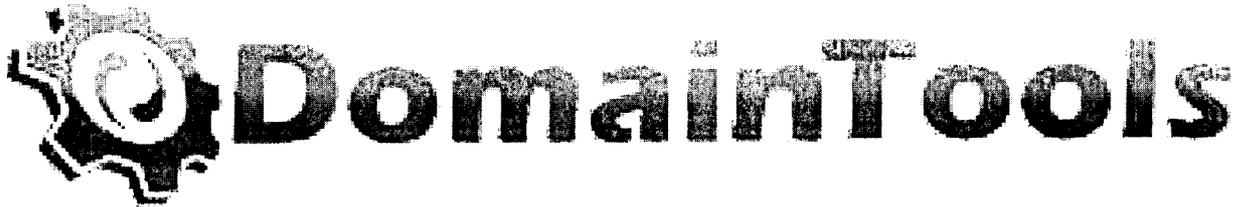
By: Selena Kovalski  
Selena Kovalski

Dated: 30 October 2008

Dated: 30 October 2008



# Exhibit Q



All.com on 2008-07-30 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** [all.com](#) - [Domain History](#)

**Cache Date:** 2008-07-30

**Registrar:** [BIZCN.COM, INC.](#)

**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[selenaotorvan@yahoo.com](#)

---

Domain name: all.com

Registrant Contact:

ALL LTD  
Selena Kovalski [selenaotorvan@yahoo.com](#)  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Administrative Contact:

Selena Kovalski [selenaotorvan@yahoo.com](#)  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Technical Contact:

Selena Kovalski [selenaotorvan@yahoo.com](#)  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Billing Contact:

Selena Kovalski [selenaotorvan@yahoo.com](#)  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000



All.com on 2008-07-31 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** all.com - [Domain History](#)

**Cache Date:** 2008-07-31

**Registrar:** BIZCN.COM, INC.

**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)

Domain name: all.com

Registrant Contact:

Selena Kovalski  
Selena Kovalski selenaotorvan@yahoo.com  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Administrative Contact:

Selena Kovalski selenaotorvan@yahoo.com  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Technical Contact:

Selena Kovalski selenaotorvan@yahoo.com  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000  
sc

Billing Contact:

Selena Kovalski selenaotorvan@yahoo.com  
+4402070715741 fax: +4402070715741  
306 Victoria House  
Mahe Victoria 10000

sc

DNS:

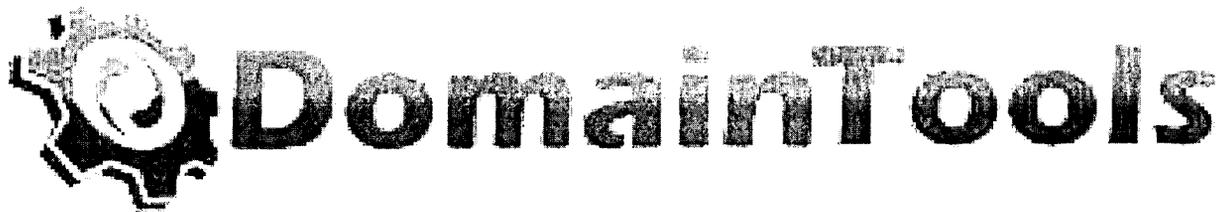
ns1.nmwhosting.com

ns2.nmwhosting.com

Created: 2008-01-21

Expires: 2014-12-28

# **Exhibit S**



All.com on 2008-08-04 - Domain History

[« Previous](#)

[Next »](#)

**Domain:** [all.com](#) - [Domain History](#)  
**Cache Date:** 2008-08-04  
**Registrar:** **BIZCN.COM, INC.**  
**Registrant Search:** Click on an email address we found in this whois record to see which other domains the registrant is associated with:  
[selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)

---

Domain name: all.com

Registrant Contact:

Selena Kovalski  
Selena Kovalski [selenaotorvan@yahoo.com](mailto:selenaotorvan@yahoo.com)  
+4402070715741 fax: +4402070715741  
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Administrative Contact:

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