

SOUTHERN INTERNATIONAL ENGINEERING LTD.
(the "Company")

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS
held on April 27th, 2006

NOTICE: Notice to this meeting was waived by all persons entitled thereto.

PRESENT: Mrs. Marta Edghill
Mrs. Imogene Wilson

A quorum being present, Mrs. Marta Edghill was elected Chairman of the Meeting and Mrs. Imogene Wilson acted as Secretary and kept the minutes thereof.

The following resolutions were unanimously adopted:

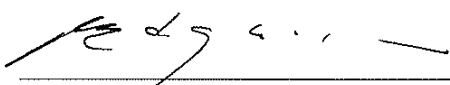
RESOLVED: To cancel the share certificates numbered 1 and 2, in the name of EUROSTOCK AG, issued by the Company on March 16th, 2004.

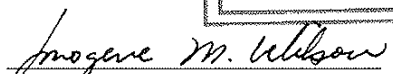
RESOLVED: To authorise, as it is hereby authorised, the issuance of the following share certificates:

- 1) Share certificate No. 3, in the name of CHARITABLE AND GOODWILL FOUNDATION, for 12.500 shares with a par value of US\$ 1,00 each.
- 2) Share certificate No. 4, in the name of CHARITABLE AND GOODWILL FOUNDATION, for 37.500 shares with a par value of US\$ 1,00 each.

There being no further business to be transacted at this meeting it was declared closed, and in witness thereof these Minutes have been issued on the date and place first above written.

SOUTHERN INTERNATIONAL
ENGINEERING
LTD.


Marta Edghill, Chairman


Imogene Wilson, Secretary

SHAREHOLDER	CERTIFICATE No.	DATE OF ISSUE	NUMBER OF SHARES	AUTHORIZED CAPITAL
CHARITABLE AND GOODWILL FOUNDATION	3	27.04.2006	12.500	US\$ 50.000,00

Certificate No. 3

Number of shares: 12.500

SOUTHERN INTERNATIONAL ENGINEERING LTD.

Incorporated under the International Business Companies Act
(Cap 291) of the British Virgin Islands

AUTHORISED CAPITAL: US\$ 50.000,00

Divided into 50.000 shares with a par value of US\$ 1,00 each

This is to certify that CHARITABLE AND GOODWILL FOUNDATION is entitled to TWELVE THOUSAND FIVE HUNDRED (12.500) shares of US\$ 1,00 each in the above named company, subject to the Memorandum and Articles of Association of the said company.

IN WITNESS WHEREOF the Company has authorised this certificate to be issued this 27th day of April, 2006.

[Signature]
Director

[Signature]
Director

SOUTHERN INTERNATIONAL
ENGINEERING
LTD.

FOUNDATION DECLARATION OF OWNERSHIP AND BENEFIT

FOR

**SOUTHERN INTERNATIONAL ENGINEERING LTD.
REGISTERED IN THE BRITISH VIRGIN ISLANDS**

(“THE COMPANY”)

THIS DECLARATION is made by the following Parties:

The Protector of the specific Foundation’s assets referred to in this document, hereinafter called the “Protector” namely:

Mr. Gabriel Valentin COMANESCU

who acts under exclusive instruction from the Company’s beneficial owner(s), **and**

Charitable and Goodwill Foundation organised in accordance with the laws of the Republic of Panama, (hereafter called the “**Foundation**”), which acts through its sole Foundation Council Member, Charitable and Goodwill Corp., a corporation organised under the laws of the Republic of Panama.

THIS DOCUMENT evidences the fact that the following has been declared:

FIRST: ASSETS

This declaration is made with respect only to the following specific asset(s), which shall be part of the Foundation’s assets and consist of:

Share Certificate(s) No(s) 3 for 12.500 share(s) with a par value of US\$ 1,00 each, (hereinafter referred to as the “**Share Certificate(s)**”) of the Company named SOUTHERN INTERNATIONAL ENGINEERING LTD., incorporated in accordance with the laws of The British Virgin Islands under IBC number 586567, on March 16th, 2004 and hereinafter referred to as the “**Company**”.

SECOND: DIVIDENDS/BENEFITS

The Foundation expressly declares it is the shareholder of the Company, but only nominally. Any dividends and any other benefits arising in respect of the Share Certificate(s), as well as voting rights at meetings of the Company shall be paid and or exercised in such manner as the Protector shall direct, and always for the benefit of the beneficiary(ies).

THIRD: BENEFICIARIES

This declaration is made on the understanding that the First Beneficiary(ies) is(are):

Mr. Gabriel Valentin COMANESCU

Only the Protector is able to change beneficiaries or appoint new ones, and only the Protector will have direct communications and a continuing relationship with any new Beneficiary(ies) appointed.

Therefore, the Protector shall always be in a position to fully identify such new Beneficiary(ies), if any, and is obliged to duly produce names, addresses, identification documents and letters of reference of that/those Beneficiary(ies) to the Foundation, if so requested.

FOURTH: SHARE CERTIFICATES

The Protector undertakes the responsibility of the custody of the Share Certificate(s) that constitute(s) the specific Foundation's assets that is/are the object hereof, and declares that the right inherent thereto shall be exercised only upon the Protector's specific instructions.

The Protector declares that at the termination of the present contract, he/she/it undertakes to formally assign and transfer the Share Certificate(s) that constitute(s) the object hereof, through endorsement or a separate transfer, in favour only of the Foundation's Beneficiary(ies) and to deliver the respective Share Certificate(s) or Transfer Form to the Company's Board of Directors for the respective registration.

FIFTH: DUTIES

In particular, the Foundation undertakes, only upon request by the Protector, to do the following:

- (A) To participate at shareholder meetings, personally or through the intermediary attorneys in fact, and to cast votes in strict compliance with the Protector's instructions.
- (B) To order the Company's Board of Directors, or respective internal body, to pay at any time and from time to time, dividends on the shares that are the object hereof, to such person(s) as the Protector shall designate.
- (C) To keep copy(ies) of the Share Certificate(s).
- (D) To keep the Share Certificate(s) separate from other assets of the Foundation, so that such Share Certificate(s) may be identified as part of the assets under the Protector's exclusive control.

SIXTH: INDEMNITY CLAUSE

The Protector declares that he/she/it undertakes to indemnify the Foundation against any juridical consequences and/or expenses that it may incur for having the Share Certificate(s) in the Foundation's name and allowing the Protector to keep its custody.

SEVENTH: TERMINATION

The termination date shall be the one the Protector notifies to the Foundation. The Protector shall then transfer the Share Certificate(s) of this specific Foundation's assets to the Beneficiary(ies).

If, for any reason, the Protector cannot be located or becomes incapacitated or dissolved or wound-up, the Foundation shall be empowered to receive instructions from the Beneficiary(ies) of the specific Foundation's assets referred to in this document, subject to the disclosure of any reasonable evidence of beneficial entitlement the Foundation shall see fit.

EIGHTH: PROPER LAW

The present document is constituted in accordance with the laws of the Republic of Panama.

NINTH: LEGAL ADVICE

The law firm of Mossack Fonseca & Co., located at Arango-Orillac Building, 2nd Floor, 54th Street, Panama City, Republic of Panama, may be consulted by the Foundation for legal advice.

IN WITNESS WHEREOF this document is signed by the Foundation in the City of Panama, Republic of Panama, this 27th day of April, 2006.

**On behalf of
Charitable and Goodwill Corp.,
Sole member of the Foundation's Council of
Charitable and Goodwill Foundation**



Francis Perez, Director



Leticia Montoya, Director

IN WITNESS WHEREOF this document is signed in the city of _____, by the Protector this _____.

I acknowledge receipt of this document and confirm my approval of the text and general intent of the instrument, and confirm its use in the structuring of the shareholding nominees of SOUTHERN INTERNATIONAL ENGINEERING LTD..

Gabriel Valentin COMANESCU

FOUNDATION DECLARATION OF OWNERSHIP AND BENEFIT

FOR

**SOUTHERN INTERNATIONAL ENGINEERING LTD.
REGISTERED IN THE BRITISH VIRGIN ISLANDS**

(“THE COMPANY”)

THIS DECLARATION is made by the following Parties:

The Protector of the specific Foundation’s assets referred to in this document, hereinafter called the “Protector” namely:

Mr. Gabriel Valentin COMANESCU

who acts under exclusive instruction from the Company’s beneficial owner(s), **and**

Charitable and Goodwill Foundation organised in accordance with the laws of the Republic of Panama, (hereafter called the “**Foundation**”), which acts through its sole Foundation Council Member, Charitable and Goodwill Corp., a corporation organised under the laws of the Republic of Panama.

THIS DOCUMENT evidences the fact that the following has been declared:

FIRST: ASSETS

This declaration is made with respect only to the following specific asset(s), which shall be part of the Foundation’s assets and consist of:

Share Certificate(s) No(s) 3 for 12.500 share(s) with a par value of US\$ 1,00 each, (hereinafter referred to as the “**Share Certificate(s)**”) of the Company named SOUTHERN INTERNATIONAL ENGINEERING LTD., incorporated in accordance with the laws of The British Virgin Islands under IBC number 586567, on March 16th, 2004 and hereinafter referred to as the “**Company**”.

SECOND: DIVIDENDS/BENEFITS

The Foundation expressly declares it is the shareholder of the Company, but only nominally. Any dividends and any other benefits arising in respect of the Share Certificate(s), as well as voting rights at meetings of the Company shall be paid and or exercised in such manner as the Protector shall direct, and always for the benefit of the beneficiary(ies).

THIRD: BENEFICIARIES

This declaration is made on the understanding that the First Beneficiary(ies) is(are):

Mr. Gabriel Valentin COMANESCU

Only the Protector is able to change beneficiaries or appoint new ones, and only the Protector will have direct communications and a continuing relationship with any new Beneficiary(ies) appointed.

Therefore, the Protector shall always be in a position to fully identify such new Beneficiary(ies), if any, and is obliged to duly produce names, addresses, identification documents and letters of reference of that/those Beneficiary(ies) to the Foundation, if so requested.

FOURTH: SHARE CERTIFICATES

The Protector undertakes the responsibility of the custody of the Share Certificate(s) that constitute(s) the specific Foundation's assets that is/are the object hereof, and declares that the right inherent thereto shall be exercised only upon the Protector's specific instructions.

The Protector declares that at the termination of the present contract, he/she/it undertakes to formally assign and transfer the Share Certificate(s) that constitute(s) the object hereof, through endorsement or a separate transfer, in favour only of the Foundation's Beneficiary(ies) and to deliver the respective Share Certificate(s) or Transfer Form to the Company's Board of Directors for the respective registration.

FIFTH: DUTIES

In particular, the Foundation undertakes, only upon request by the Protector, to do the following:

- (A) To participate at shareholder meetings, personally or through the intermediary attorneys in fact, and to cast votes in strict compliance with the Protector's instructions.
- (B) To order the Company's Board of Directors, or respective internal body, to pay at any time and from time to time, dividends on the shares that are the object hereof, to such person(s) as the Protector shall designate.
- (C) To keep copy(ies) of the Share Certificate(s).
- (D) To keep the Share Certificate(s) separate from other assets of the Foundation, so that such Share Certificate(s) may be identified as part of the assets under the Protector's exclusive control.

SIXTH: INDEMNITY CLAUSE

The Protector declares that he/she/it undertakes to indemnify the Foundation against any juridical consequences and/or expenses that it may incur for having the Share Certificate(s) in the Foundation's name and allowing the Protector to keep its custody.

SEVENTH: TERMINATION

The termination date shall be the one the Protector notifies to the Foundation. The Protector shall then transfer the Share Certificate(s) of this specific Foundation's assets to the Beneficiary(ies).

If, for any reason, the Protector cannot be located or becomes incapacitated or dissolved or wound-up, the Foundation shall be empowered to receive instructions from the Beneficiary(ies) of the specific Foundation's assets referred to in this document, subject to the disclosure of any reasonable evidence of beneficial entitlement the Foundation shall see fit.

EIGHTH: PROPER LAW

The present document is constituted in accordance with the laws of the Republic of Panama.

NINTH: LEGAL ADVICE

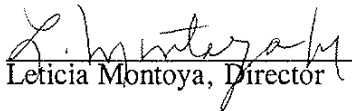
The law firm of Mossack Fonseca & Co., located at Arango-Orillac Building, 2nd Floor, 54th Street, Panama City, Republic of Panama, may be consulted by the Foundation for legal advice.

IN WITNESS WHEREOF this document is signed by the Foundation in the City of Panama, Republic of Panama, this 27th day of April, 2006.

**On behalf of
Charitable and Goodwill Corp.,
Sole member of the Foundation's Council of
Charitable and Goodwill Foundation**



Francis Perez, Director



Leticia Montoya, Director

IN WITNESS WHEREOF this document is signed in the city of _____, by the Protector this _____.

I acknowledge receipt of this document and confirm my approval of the text and general intent of the instrument, and confirm its use in the structuring of the shareholding nominees of SOUTHERN INTERNATIONAL ENGINEERING LTD..

Gabriel Valentin COMANESCU

SHAREHOLDER	CERTIFICATE No.	DATE OF ISSUE	NUMBER OF SHARES	AUTHORIZED CAPITAL
CHARITABLE AND GOODWILL FOUNDATION	4	27.04.2006	37.500	US\$ 50.000,00

Certificate No. 4

Number of shares: 37.500

SOUTHERN INTERNATIONAL ENGINEERING LTD.

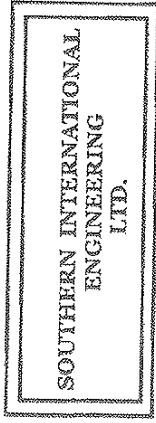
Incorporated under the International Business Companies Act
(Cap 291) of the British Virgin Islands

AUTHORISED CAPITAL: US\$ 50.000,00

Divided into 50.000 shares with a par value of US\$ 1,00 each

This is to certify that CHARITABLE AND GOODWILL FOUNDATION is entitled to THIRTY SEVEN THOUSAND FIVE HUNDRED (37.500) shares of US\$ 1,00 each in the above named company, subject to the Memorandum and Articles of Association of the said company.

IN WITNESS WHEREOF the Company has authorised this certificate to be issued this 27th day of April, 2006.



[Signature]
Director

[Signature]
Director

FOUNDATION DECLARATION OF OWNERSHIP AND BENEFIT

FOR

**SOUTHERN INTERNATIONAL ENGINEERING LTD.
REGISTERED IN THE BRITISH VIRGIN ISLANDS**

(“THE COMPANY”)

THIS DECLARATION is made by the following Parties:

The Protector of the specific Foundation’s assets referred to in this document, hereinafter called the “Protector” namely:

Mr. Bruno Harm SIEFKEN

who acts under exclusive instruction from the Company’s beneficial owner(s), **and**

Charitable and Goodwill Foundation organised in accordance with the laws of the Republic of Panama, (hereafter called the “**Foundation**”), which acts through its sole Foundation Council Member, Charitable and Goodwill Corp., a corporation organised under the laws of the Republic of Panama.

THIS DOCUMENT evidences the fact that the following has been declared:

FIRST: ASSETS

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Share Certificate(s) No(s) 4 for 37.500 share(s) with a par value of US\$ 1,00 each, (hereinafter referred to as the “**Share Certificate(s)**”) of the Company named SOUTHERN INTERNATIONAL ENGINEERING LTD., incorporated in accordance with the laws of The British Virgin Islands under IBC number 586567, on March 16th, 2004 and hereinafter referred to as the “**Company**”.

SECOND: DIVIDENDS/BENEFITS

The Foundation expressly declares it is the shareholder of the Company, but only nominally. Any dividends and any other benefits arising in respect of the Share Certificate(s), as well as voting rights at meetings of the Company shall be paid and or exercised in such manner as the Protector shall direct, and always for the benefit of the beneficiary(ies).

THIRD: BENEFICIARIES

This declaration is made on the understanding that the First Beneficiary(ies) is(are):

Mr. Bruno Harm SIEFKEN

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FOURTH: SHARE CERTIFICATES

The Protector undertakes the responsibility of the custody of the Share Certificate(s) that constitute(s) the specific Foundation's assets that is/are the object hereof, and declares that the right inherent thereto shall be exercised only upon the Protector's specific instructions.

The Protector declares that at the termination of the present contract, he/she/it undertakes to formally assign and transfer the Share Certificate(s) that constitute(s) the object hereof, through endorsement or a separate transfer, in favour only of the Foundation's Beneficiary(ies) and to deliver the respective Share Certificate(s) or Transfer Form to the Company's Board of Directors for the respective registration.

FIFTH: DUTIES

In particular, the Foundation undertakes, only upon request by the Protector, to do the following:

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SIXTH: INDEMNITY CLAUSE

The Protector declares that he/she/it undertakes to indemnify the Foundation against any juridical consequences and/or expenses that it may incur for having the Share Certificate(s) in the Foundation's name and allowing the Protector to keep its custody.

SEVENTH: TERMINATION

The termination date shall be the one the Protector notifies to the Foundation. The Protector shall then transfer the Share Certificate(s) of this specific Foundation's assets to the Beneficiary(ies).

If, for any reason, the Protector cannot be located or becomes incapacitated or dissolved or wound-up, the Foundation shall be empowered to receive instructions from the Beneficiary(ies) of the specific Foundation's assets referred to in this document, subject to the disclosure of any reasonable evidence of beneficial entitlement the Foundation shall see fit.

EIGHTH: PROPER LAW

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NINTH: LEGAL ADVICE

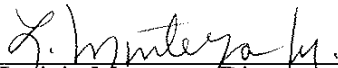
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IN WITNESS WHEREOF this document is signed by the Foundation in the City of Panama, Republic of Panama, this 27th day of April, 2006.

**On behalf of
Charitable and Goodwill Corp.,
Sole member of the Foundation's Council of
Charitable and Goodwill Foundation**



Francis Perez, Director



Leticia Montoya, Director

IN WITNESS WHEREOF this document is signed in the city of _____, by the Protector this _____.

I acknowledge receipt of this document and confirm my approval of the text and general intent of the instrument, and confirm its use in the structuring of the shareholding nominees of SOUTHERN INTERNATIONAL ENGINEERING LTD..

Bruno Harm SIEFKEN

FOUNDATION DECLARATION OF OWNERSHIP AND BENEFIT
FOR
SOUTHERN INTERNATIONAL ENGINEERING LTD.
REGISTERED IN THE BRITISH VIRGIN ISLANDS
(“THE COMPANY”)

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The Protector of the specific Foundation’s assets referred to in this document, hereinafter called the “Protector” namely:

Mr. Bruno Harm SIEFKEN

who acts under exclusive instruction from the Company’s beneficial owner(s), **and**

Charitable and Goodwill Foundation organised in accordance with the laws of the Republic of Panama, (hereafter called the “**Foundation**”), which acts through its sole Foundation Council Member, Charitable and Goodwill Corp., a corporation organised under the laws of the Republic of Panama.

THIS DOCUMENT evidences the fact that the following has been declared:

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SECOND: DIVIDENDS/BENEFITS

The Foundation expressly declares it is the shareholder of the Company, but only nominally. Any dividends and any other benefits arising in respect of the Share Certificate(s), as well as voting rights at meetings of the Company shall be paid and or exercised in such manner as the Protector shall direct, and always for the benefit of the beneficiary(ies).

THIRD: BENEFICIARIES

This declaration is made on the understanding that the First Beneficiary(ies) is(are):

Mr. Bruno Harm SIEFKEN

Only the Protector is able to change beneficiaries or appoint new ones, and only the Protector will have direct communications and a continuing relationship with any new Beneficiary(ies) appointed.

Therefore, the Protector shall always be in a position to fully identify such new Beneficiary(ies), if any, and is obliged to duly produce names, addresses, identification documents and letters of reference of that/those Beneficiary(ies) to the Foundation, if so requested.

FOURTH: SHARE CERTIFICATES

The Protector undertakes the responsibility of the custody of the Share Certificate(s) that constitute(s) the specific Foundation's assets that is/are the object hereof, and declares that the right inherent thereto shall be exercised only upon the Protector's specific instructions.

The Protector declares that at the termination of the present contract, he/she/it undertakes to formally assign and transfer the Share Certificate(s) that constitute(s) the object hereof, through endorsement or a separate transfer, in favour only of the Foundation's Beneficiary(ies) and to deliver the respective Share Certificate(s) or Transfer Form to the Company's Board of Directors for the respective registration.

FIFTH: DUTIES

In particular, the Foundation undertakes, only upon request by the Protector, to do the following:

- (A) To participate at shareholder meetings, personally or through the intermediary attorneys in fact, and to cast votes in strict compliance with the Protector's instructions.
- (B) To order the Company's Board of Directors, or respective internal body, to pay at any time and from time to time, dividends on the shares that are the object hereof, to such person(s) as the Protector shall designate.
- (C) To keep copy(ies) of the Share Certificate(s).
- (D) To keep the Share Certificate(s) separate from other assets of the Foundation, so that such Share Certificate(s) may be identified as part of the assets under the Protector's exclusive control.

SIXTH: INDEMNITY CLAUSE

The Protector declares that he/she/it undertakes to indemnify the Foundation against any juridical consequences and/or expenses that it may incur for having the Share Certificate(s) in the Foundation's name and allowing the Protector to keep its custody.

SEVENTH: TERMINATION

The termination date shall be the one the Protector notifies to the Foundation. The Protector shall then transfer the Share Certificate(s) of this specific Foundation's assets to the Beneficiary(ies).

If, for any reason, the Protector cannot be located or becomes incapacitated or dissolved or wound-up, the Foundation shall be empowered to receive instructions from the Beneficiary(ies) of the specific Foundation's assets referred to in this document, subject to the disclosure of any reasonable evidence of beneficial entitlement the Foundation shall see fit.

EIGHTH: PROPER LAW

The present document is constituted in accordance with the laws of the Republic of Panama.

NINTH: LEGAL ADVICE

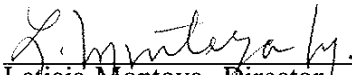
The law firm of Mossack Fonseca & Co., located at Arango-Orillac Building, 2nd Floor, 54th Street, Panama City, Republic of Panama, may be consulted by the Foundation for legal advice.

IN WITNESS WHEREOF this document is signed by the Foundation in the City of Panama, Republic of Panama, this 27th day of April, 2006.

**On behalf of
Charitable and Goodwill Corp.,
Sole member of the Foundation's Council of
Charitable and Goodwill Foundation**



Francis Perez, Director



Leticia Montoya, Director

IN WITNESS WHEREOF this document is signed in the city of _____, by the Protector this _____.

I acknowledge receipt of this document and confirm my approval of the text and general intent of the instrument, and confirm its use in the structuring of the shareholding nominees of SOUTHERN INTERNATIONAL ENGINEERING LTD..

Bruno Harm SIEFKEN

SHAREHOLDER	CERTIFICATE No.	DATE OF ISSUE	NUMBER OF SHARES	AUTHORIZED CAPITAL
EUROSTOCK AG	1	16.03.2004	25.000	US\$ 50.000,00

Certificate No. 1

Number of shares: 25.000

SOUTHERN INTERNATIONAL ENGINEERING LTD.

Incorporated under the International Business Companies Act
(Cap 291) of the British Virgin Islands

ORIGINAL

AUTHORISED CAPITAL: US\$ 50.000,00

Divided into 50.000 shares with a par value of US\$ 1,00 each

This is to certify that **EUROSTOCK AG** is entitled to TWENTY FIVE THOUSAND (25.000) shares of US\$ 1,00 each in the above named company, subject to the Memorandum and Articles of Association of the said company.

IN WITNESS WHEREOF the Company has authorised this certificate to be issued this 16th day of March 2004.

SOUTHERN INTERNATIONAL
ENGINEERING
LTD.

Barca Gatto S.

Director

Edg G-1

Director

TO: Mr. Issad REBRAB

OF:

WE, EUROSTOCK AG

of 5 Commercial Centre Square, P.O. Box 71, Alofi, Niue
(hereinafter called "the Trustees")

ORIGINAL

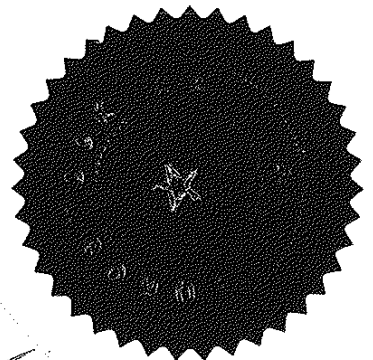
1. ADMIT that the shares specified in the Schedule hereto (hereinafter called "the said shares") are your absolute property and that they only stand registered in our name at your request as your nominee in trust for you absolutely and that we have no beneficial interest whatsoever in the said shares.
2. AGREE to deal with the said shares and all dividends and interest thereon and any other benefits or advantages accruing in respect thereof and to vote at all meetings whether of the Board of Directors or of the Company in respect of the said shares in such manner as you may direct.
3. APPOINT you irrevocably our Attorney in our name and on our behalf to execute a transfer of the said shares as you think fit and to complete any other deed or document for the purpose of completing or effecting such a transfer.
4. DECLARE and agree that you have the power from time to time by writing under your hand to remove us as such Trustees and to appoint new Trustees in our place.

SCHEDULE above referred to TWENTY FIVE THOUSAND (25.000) fully paid ordinary shares of US\$1,00 each in the Undertaking know as **SOUTHERN INTERNATIONAL ENGINEERING LTD.**

a Company Registered in British Virgin Islands under the International Business Companies Act (Cap 291), with Registered Office at Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands.

IN WITNESS whereof the Trustees have cause their Common Seal to be hereunto affixed this 16th day of March 2004.

THE COMMON SEAL of
the within named Trustees
was hereunto affixed in
the presence of:



Yvette M. Rogers W.
Yvette Rogers, Director

Francis C. B.
Francis Perez, Director

SHAREHOLDER	CERTIFICATE No.	DATE OF ISSUE	NUMBER OF SHARES	AUTHORIZED CAPITAL
EUROSTOCK AG	2	16.03.2004	25.000	US\$ 50.000,00

Certificate No. 2

Number of shares: 25.000

SOUTHERN INTERNATIONAL ENGINEERING LTD.

Incorporated under the International Business Companies Act
(Cap 291) of the British Virgin Islands

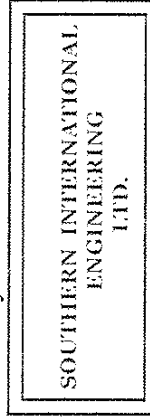
AUTHORISED CAPITAL: US\$ 50.000,00

Divided into 50.000 shares with a par value of US\$ 1,00 each

ORIGINAL

This is to certify that **EUROSTOCK AG** is entitled to **TWENTY FIVE THOUSAND (25.000)** shares of US\$ 1,00 each in the above named company, subject to the Memorandum and Articles of Association of the said company.

IN WITNESS WHEREOF the Company has authorised this certificate to be issued this 16th day of March 2004 .



[Signature]
Director

[Signature]
Director

TO: Mr. Gabriel Valentin COMANESCU

OF:

ORIGINAL

WE, EUROSTOCK AG

of 5 Commercial Centre Square, P.O. Box 71, Alofi, Niue
(hereinafter called "the Trustees")

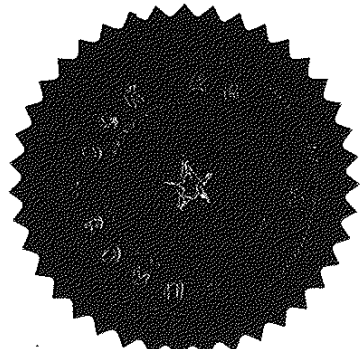
1. ADMIT that the shares specified in the Schedule hereto (hereinafter called "the said shares") are your absolute property and that they only stand registered in our name at your request as your nominee in trust for you absolutely and that we have no beneficial interest whatsoever in the said shares.
2. AGREE to deal with the said shares and all dividends and interest thereon and any other benefits or advantages accruing in respect thereof and to vote at all meetings whether of the Board of Directors or of the Company in respect of the said shares in such manner as you may direct.
3. APPOINT you irrevocably our Attorney in our name and on our behalf to execute a transfer of the said shares as you think fit and to complete any other deed or document for the purpose of completing or effecting such a transfer.
4. DECLARE and agree that you have the power from time to time by writing under your hand to remove us as such Trustees and to appoint new Trustees in our place.

SCHEDULE above referred to TWENTY FIVE THOUSAND (25.000) fully paid ordinary shares of US\$1,00 each in the Undertaking know as **SOUTHERN INTERNATIONAL ENGINEERING LTD.**

a Company Registered in British Virgin Islands under the International Business Companies Act (Cap 291), with Registered Office at Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands.

IN WITNESS whereof the Trustees have cause their Common Seal to be hereunto affixed this 16th day of March 2004.

THE COMMON SEAL of
the within named Trustees
was hereunto affixed in
the presence of:



Yvette M. Rogers
Yvette Rogers, Director

Francis Perez
Francis Perez, Director

TERRITORY
OF THE
BRITISH VIRGIN ISLANDS

The International Business Companies Act

(CAP. 291)

*

POWER OF ATTORNEY
GRANTED BY

SOUTHERN INTERNATIONAL ENGINEERING LTD.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that on this 27th day of April, 2006 we, **SOUTHERN INTERNATIONAL ENGINEERING LTD.**, a company incorporated and existing under the IBC Act of the British Virgin Islands, whose registered office is situated at Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, B.V.I. (hereinafter referred to as "the Company") have made, constituted and appointed, and by these presents do hereby make, constitute and appoint **Mr. Gabriel Valentin COMANESCU and Mr. Bruno Harm SIEFKEN, each of them with individual signature right** (hereinafter referred to as "the Attorney") as our true and lawful Attorney-in-fact for us and in our name, place and stead, to do, execute and perform all and every act or acts in law needful and necessary to be done in and about and in relation, but not limited to, the following matters:

1. To negotiate, conclude, sign, execute and deliver on behalf of the Company such conveyances, transfers, assignments, deeds, documents, licenses, authorities or agreements as said Attorney shall consider necessary or proper to enable it to dispose of or acquire any assets in any part of the world (hereinafter referred to as "the assets") on such terms as the Attorney shall consider proper or desirable in his absolute discretion.
2. To ask, demand, sue for, recover, enforce payment of, and receive all sums of money, securities of moneys, debts, shares, goods, effects and things, whether movable or immovable now or hereafter owing, payable or belonging to us by virtue of any security or upon any balance of accounts or otherwise however, and to give, sign and execute receipts, quittances and other discharges for any property or thing in action whatsoever.
3. To create, sign, execute, deliver, register, acknowledge or perfect in any way required by applicable law such mortgages, charges, liens or encumbrances over the assets and any ancillary assets, properties and developments so acquired by the Company for such consideration and on such terms and subject to such conditions as the Attorney shall consider necessary or desirable in his absolute discretion.
4. To pay, settle, adjust, deduct and allow all taxes, rates, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable for or on account of any property, whether movable or immovable and whether in possession or in action, now or hereafter belonging to us or to which we may become entitled.
5. To enter into leases and collect rents on behalf of the Company with regard to any properties.
6. To open and to close bank accounts, to deposit funds and securities in our accounts whether existing or to be opened, to dispose of any funds or securities deposited in such accounts and to draw cheques on our accounts, whether existing or to be opened, to establish credit facilities with banks, borrow funds, and pledge the Company's assets (including any properties or bank accounts) as security for such borrowings or

credit facilities, to lend money to, or to guarantee debts and obligations of, any person, corporate or natural, whether or not related to the Company and to sign all kinds of documents in connection with our accounts or money.

7. To take such steps as may be necessary under applicable law to qualify the Company to do business and for such purpose to complete, sign and deliver such documents, appear before authorities and enter into such undertakings or bonds as may be necessary or desirable.
8. To purchase or sell on behalf of the Company all or any stocks, shares, annuities, debentures, bonds, obligations and all other kinds of securities or investments and to that end to employ and pay brokers and other agents on its behalf.
9. To subscribe to any Memorandum or Articles of Association of any company to be incorporated, to apply for any shares or debentures in any company incorporated or to be incorporated, to execute and do on our behalf and in our name all such deeds, documents, instruments and things in connection with or relating to our membership or directorship in any company in which we are members or directors or in which we shall become members or directors at any time, but without derogating from the generality of the foregoing, to execute on our behalf and in our name any declarations or declaration, consents to act as directors, trust deeds, debentures, application for shares or debentures, consent to short notice for meeting and other documents and waivers whatsoever, and to act for us in our capacity as shareholders, members and-or directors of any company.
10. To substitute this power of attorney wholly or partially, in favour of third parties.

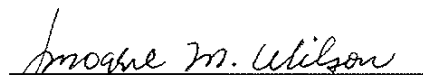
And the Company hereby declares that this instrument shall at all times be conclusively binding on the Company in favour of third parties who have not received notice of the revocation thereof, and the exercise by the Company itself, from time to time, of any of the powers hereby conferred shall not of itself be deemed to be a revocation.

This instrument is to be construed and interpreted as a general power of attorney with no limitations on the power and authority of the attorney to act as long as such acts are lawful and in the interest of the Company.

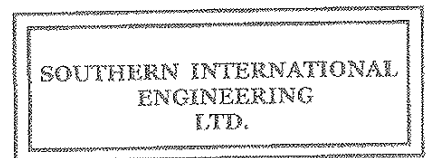
IN WITNESS whereof this power of attorney has been issued and signed on the date first above written.



Marta Edghill, Director



Imogene Wilson, Director



SOUTHERN INTERNATIONAL ENGINEERING LTD.
("the Company")

Minutes of a meeting of the Board of Directors of the Company, held at Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, B.V.I. on April 27th, 2006.

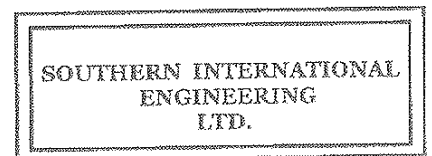
- NOTICE: Notice to this meeting was waived by all persons entitled thereto.
- PRESENT: Marta Edghill and Imogene Wilson, being the totality of the members of the Board of Directors.
- CHAIRMAN: Mrs. Marta Edghill, President of the Company, was elected Chairman of the meeting.
- SECRETARY: Mrs. Imogene Wilson, Secretary of the Company, was elected Secretary of the meeting.
- RESOLVED: That the Company shall open a bank account with **GARANTI BANK INTERNATIONAL N.V., Amsterdam, Netherlands** [hereinafter called "the Bank"] and by means of this resolution grants power of attorney to **Mr. Gabriel Valentin COMANESCU and Mr. Bruno Harm SIEFKEN, with individual signature right** [hereinafter called "the Attorney"] to open and manage the Company's bank account with the Bank in accordance with the terms and conditions the Attorneys may agree with the Bank at their sole discretion.

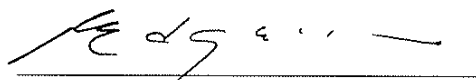
Any documents signed and any acts done by the Attorneys in pursuance of the foregoing are hereby fully approved and ratified.

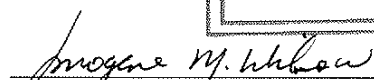
The standard form of banking resolution and/or general conditions of business of the Bank are hereby accepted by the Company.

This power of attorney shall remain in full force until the Company notifies the Bank otherwise.

There being no other business, the meeting ended.




Marta Edghill, Chairman


Imogene Wilson, Secretary

SOUTHERN INTERNATIONAL ENGINEERING LTD.
("the Company")

Minutes of a meeting of the Board of Directors of the Company, held at Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, B.V.I. on April 27th, 2006.

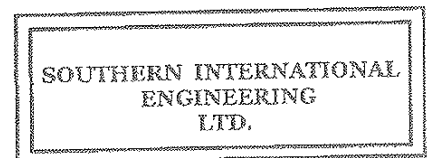
- NOTICE: Notice to this meeting was waived by all persons entitled thereto.
- PRESENT: Marta Edghill and Imogene Wilson, being the totality of the members of the Board of Directors.
- CHAIRMAN: Mrs. Marta Edghill, President of the Company, was elected Chairman of the meeting.
- SECRETARY: Mrs. Imogene Wilson, Secretary of the Company, was elected Secretary of the meeting.
- RESOLVED: That the Company shall open a bank account with **Bank Hapoalim (Switzerland) Ltd., Geneva, Switzerland** [hereinafter called "the Bank"] and by means of this resolution grants power of attorney to **Mr. Gabriel Valentin COMANESCU and Mr. Bruno Harm SIEFKEN, with individual signature right** [hereinafter called "the Attorney"] to open and manage the Company's bank account with the Bank in accordance with the terms and conditions the Attorneys may agree with the Bank at their sole discretion.

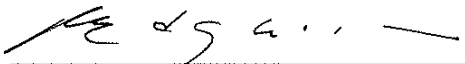
Any documents signed and any acts done by the Attorneys in pursuance of the foregoing are hereby fully approved and ratified.

The standard form of banking resolution and/or general conditions of business of the Bank are hereby accepted by the Company.


This power of attorney shall remain in full force until the Company notifies the Bank otherwise.

There being no other business, the meeting ended.





Marta Edghill, Chairman



Imogene Wilson, Secretary