

**WYNDING INVESTMENTS INC.**  
(the "Company")

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD AT GENEVA PLACE, 2<sup>ND</sup> FLOOR, #333 WATERFRONT DRIVE, P.O. BOX 3339, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS ON OCTOBER 9, 2006.**

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Present: Abacus Management Limited (represented by Debbie Wilmot)  
Abacus Managers Limited (represented by Sophia Durante)

**CHAIRMAN OF THE MEETING**

Debbie Wilmot was appointed Chairman of the meeting.

**QUORUM**

IT WAS NOTED that two directors were required to form a quorum and there being a quorum present, the Chairman declared the meeting open.

**LOAN REPAYMENT**

WHEREAS it was noted that pursuant to a Loan Agreement dated December 19, 2005 a loan in the amount of EURO Seventy Million (EURO70,000,000) was granted to the Company by Mr. Roger Fawzi El Akoury.

WHEREAS it was further noted that the Company expects to receive an amount on its ING Bank (Switzerland) Ltd. account #6384888 (hereafter 'Wynding's ING Account') originating from dividends payment, in September or October 2006.

WHEREAS it was further noted that upon receipt of the funds to the above-mentioned account, the Company wishes to transfer 100% of the entire balance on account to ING Bank (Switzerland) Ltd. Account #6384892 in the name of Mr. Roger Fawzi El Akoury (hereafter 'Mr. Akoury's ING Account'), being repayment of the loan granted in accordance with the said Loan Agreement.

**IT IS NOW HEREBY RESOLVED THAT:**

1. immediately upon receipt of the dividend payments to Wynding's ING Account, the entire balance of said account be transferred to Mr. Akoury's ING Account.
2. Mr. Akoury be instructed to provide the Company with the relevant proof of payment, detailing the amount received and the date of the transfer.
3. the payment instructions, as per attached, be duly executed by Debbie Wilmot and Sophia Durante, representing Abacus Management Limited and Abacus Managers Limited respectively, to effect the above transfer.

**TERMINATION**

There being no further business, the meeting was terminated.

  
Chairman

# PAYMENT INSTRUCTIONS

**From: WYNDING INVESTMENTS INC.**

**To: ING Bank (Switzerland) Ltd.,**

**Re: Account 6384888**

Dear Sirs,

## 1. Transfer instructions

We are expecting to receive on Account 6384888 with your Bank an amount from ING Bank (Switzerland) Ltd., originating from dividends payment, in September or October 2006.

Immediately upon receipt of the above mentioned amount into Account 6384888 we request that you transfer the entire balance on Account 6384888 in the following manner:

Amount to be transferred percentage of amount on account	Beneficiary	Account number	Bank	Comments
100 %	Mr. Roger Akoury	6384892	ING Bank (Switzerland) Ltd.	Repayment of loan, according to the Loan Agreement dated December 19, 2005

## 2. Duration

These instructions shall come into force and effect on the date of signature and shall remain valid until 31 December 2006.

## 3. Modification

These instructions are irrevocable and cannot be modified by subsequent instructions for the duration in 2. above.

On behalf of

**WYNDING INVESTMENTS INC.,**

Roger El Akoury

Bucharest, September 20, 2006  
Place and date

For and on behalf of  
Abacus Management Limited

For and on behalf of  
Abacus Managers Limited

Toronto, ON, Oct 9, 2006  
Place and date

# PAYMENT INSTRUCTIONS

**From: WYNDING INVESTMENTS INC.**

**To: ING Bank (Switzerland) Ltd.,**

**Re: Account 6384888**

Dear Sirs,

## 1. Transfer instructions

We are expecting to receive on Account 6384888 with your Bank an amount from ING Bank (Switzerland) Ltd., originating from dividends payment, in September or October 2006.

Immediately upon receipt of the above mentioned amount into Account 6384888 we request that you transfer the entire balance on Account 6384888 in the following manner:

Amount to be transferred = percentage of amount on account	Beneficiary	Account number	Bank	Comments
100 %	Mr. Roger Akoury	6384892	ING Bank (Switzerland) Ltd.	Repayment of loan, according to the Loan Agreement dated December 19, 2005

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On behalf of

**WYNDING INVESTMENTS INC.,**

Roger El Akoury

Bucharest, September 20, 2006  
Place and date

For and on behalf of  
Abacus Management Limited

For and on behalf of  
Abacus Managers Limited

Tortola, BVI, Oct 9, 2006  
Place and date

**WYNDING INVESTMENTS INC.**

(the "Company")

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD AT GENEVA PLACE, 2<sup>ND</sup> FLOOR, #333 WATERFRONT DRIVE, P.O. BOX 3339, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS ON MAY 5, 2006.**

Present: Abacus Management Limited (represented by Debbie Wilmot)  
Abacus Managers Limited (represented by Sophia Durante)

**CHAIRMAN OF THE MEETING**

Debbie Wilmot was appointed Chairman of the meeting.

**QUORUM**

IT WAS NOTED that two directors were required to form a quorum and there being a quorum present, the Chairman declared the meeting open.

**BANK ACCOUNT OPENING**

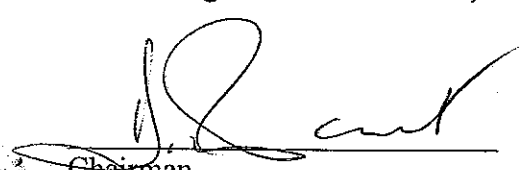
WHEREAS the Company is desirous of opening a bank account with ING Bank (Switzerland) Ltd.

**IT IS HEREBY RESOLVED THAT:**

1. ING Bank (Switzerland) Ltd. be and is hereby appointed the Banker of the Company and the Bank Mandate be accepted and adopted;
2. the authorized signatories of the bank account are as follows:
  - a. Abacus Management Limited (jointly with Mr. Roger El Akoury)
  - b. Abacus Managers Limited (jointly with Mr. Roger El Akoury)
  - c. Mr. Roger El Akoury (jointly only with Abacus Management Limited or Abacus Managers Limited)
3. the directors be hereby authorized to execute the relevant bank documents in connection with the bank account opening.

**TERMINATION**

There being no further business, the meeting was terminated.

  
Chairman

**APPLICATION TO OPEN AN ACCOUNT  
- Legal Entity -**

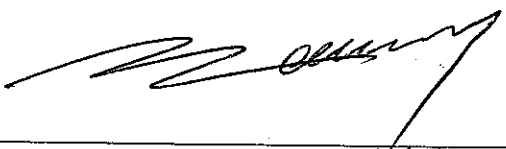
Subject to the Bank's General Conditions and Deposits for Safe Custody Rules, we hereby apply to ING Bank (Switzerland) Ltd to open an account in its books at its Head Office or at its Branch Office located at \_\_\_\_\_ in accordance with the following:

Name: WYNDING INVESTMENTS INC. (hereinafter "the Client")

Registered office: Geneva Place, 2nd floor, # 333 Waterfront Drive, Road Town, Tortola  
Correspondence to be sent to (name and address, if different from above): British Virgin Islands

**Persons authorized to sign:**

Only the signatures indicated to the bank in writing are valid towards it until receipt of a written revocation, without taking into consideration contradictory or subsequent enterings in the Commercial Register or similar public register and/or other publications. The legal entity hereby grants the signatories indicated hereabove, the right to validly represent it for all transactions with the Bank within the present relationship.

Full name and capacity	Signature individual or joint (signatures)	Specimen signature
A. <u>Roger El Akoury</u> Capacity: <u>Beneficial Owner</u>	<u>jointly with any one director only</u>	
B. <u>Abacus Management Limited</u> Capacity: <u>Director</u>	<u>jointly with Roger El Akoury</u>	<u>Director will be represented by any one of its authorised signatories as per the attached certified signatory list</u>
C. <u>Abacus Managers Limited</u> Capacity: <u>Director</u>	<u>jointly with Roger El Akoury</u>	" " " " "
D.		
Capacity:		

By signing the present Application to Open an Account, the Client certifies that the above signatures are genuine and that the powers given by the Client to the persons named are valid. The Client undertakes to advise the Bank in writing of any change.

In case of a Swiss company, the Application to Open an Account must be signed in the manner provided by the Articles of Association as entered in the Commercial Register.

In case of a foreign company, the Application to Open an Account must be signed by the required number of officers of the company. It must be accompanied by a certificate of registration in the Commercial Register of the company's place of incorporation or by a similar official document, stating the names of the persons authorized to sign as officers and the number of signatures required.

The Bank reserves the right to request certification of the signatures and to be given the Articles of association, Minutes of Board resolutions or other documents in original form or in certified copies.

# GENERAL CONDITIONS

## 1. Application

These General Conditions shall govern present and future relations between the Bank and Client.

## 2. Duration of Contractual Relationship

Banking accounts and custody accounts are opened for an indefinite period. Contractual relations shall not be terminated by the death, declaration of absence, loss or lack of legal capacity or bankruptcy of the Client.

## 3. Verification of Signatures and Identification

The Bank shall, until reception of a written revocation and, notwithstanding any different or subsequent entry in the Commercial Register or other publication, recognize as valid only the signatures communicated to the Bank in writing. Provided the Bank has exercised usual diligence in verifying signatures, it shall not be liable for any damages resulting from faulty identification or undetected forgeries.

## 4. Legal Incapacity

The Bank shall not, in the absence of written notice thereof, be liable for damages resulting from the legal incapacity of the Client or third parties.

## 5. Communications from the Bank

Communications from the Bank shall be deemed to have been validly made from the moment they are sent to the latest address provided by the Client for this purpose. The date stated on the Bank's copy or record of dispatch of communications shall be presumed to be the date of dispatch thereof. In case such communications are sent by fax, the date appearing on the transmission report will be considered as the date of transmission. Correspondence retained at the Bank for the Client shall be deemed to have been received by the Client on the date shown thereon even though the Client has not read it, and even though said correspondence contains a formal notice, a time limit or any other notification with adverse legal effects on the Client.

## 6. Defective Transmission

Provided the Bank has exercised usual diligence, it shall not be liable for damages (due inter alia to delay, loss, misunderstanding, alteration, etc.) resulting from use of the post, telegraph, telex, telefax, any other means of communication or of a carrier.

## 7. Execution of Orders

In the event of non-execution or defective execution of orders (other than stock market orders), and only if such event is due exclusively to the fault of the Bank, the liability of the Bank shall be limited to loss of interest, unless in the specific case the Bank has expressly agreed to a broader liability. The Bank may at any time, without being held liable therefore, wait to execute an order received by telephone, telefax or other similar means until

it has received a written confirmation of such order, or until it has had it confirmed by any means it might deem useful.

## 8. Complaints by the Client

Complaints by the Client regarding the execution or non-execution of orders must be in writing and must be made upon receipt of the relevant advice or statement but no later than 30 days after the date of the advice or statement. Failing this, the Client shall be deemed to have approved the execution of such orders and the communication to them by the Bank and to have acknowledged that the relevant statements and advices are correct.

The Client who do not receive an advice or statement must request one no later than 30 days after the date on which the relevant order was to be executed. Failing this, the Client shall be deemed to have approved the execution or non-execution of an order.

## 9. Lien and Set Off

To secure all of its claims arising out of its business relationship with a Client, the Bank shall have a lien and/or pledge on and right of set off against all assets tangible and intangible, valuables, goods, title documents and rights that the Bank may now or in future hold at the Bank, or in the hands of third parties, for the account of the Client, without regard to maturity dates or to the currencies in which they are held and notwithstanding the provision of other security. Negotiable paper and title documents not to bearer shall, for this purpose, be deemed to have been endorsed or assigned to the Bank. The Client expressly authorizes the Bank to set off debts not identical in kind at their market value on the day of the set off. The lien and right of set off shall be held by the Bank's Head Office as well as by the Bank's Branch Offices to secure their respective claims against the Client. In the event the Client is in default, the Bank shall, to recover the full amount of its claim plus interest, commissions, expenses and accessory sums, have the right to realize the assets subject to the lien in such part, order and manner, and in such form of sale as the Bank shall at its sole discretion decide, without prior notice and without obligation to have recourse to the procedure provided by the Swiss Federal Debt Collection and Bankruptcy Act or by the law applicable in the place, if not Switzerland, where the assets are to be realized.

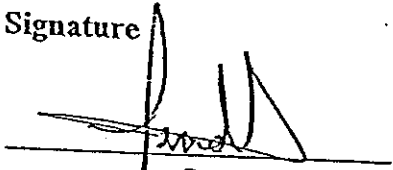
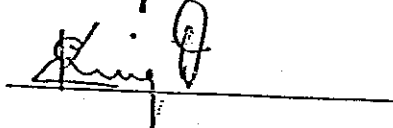
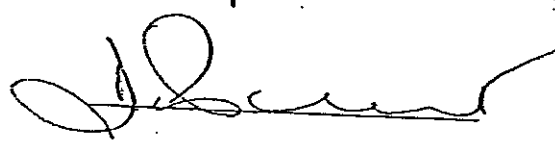

## 10. Pledge of goods

A pledge of goods shall be deemed to carry with it an automatic assignment to the Bank of all rights directly or indirectly attached to the goods, including inter alia any claims against forwarding, shipping, warehousing and insurance firms. The Client undertakes at his own expense fully to insure the goods with a first-rate insurance company for an amount sufficient to cover all risks to the goods pledged. The Client shall bear the costs and the risks of transport, warehousing and safekeeping of the goods.

ABACUS MANAGEMENT LIMITED

SIGNATORY LIST

The following signatories have the power to sign singly for Abacus Management Limited.

Name	Position	Signature
Meade W. Malone	Director	
Everton Knight	Authorised Signatory	
Debbie Wilmot	Authorised Signatory	
Sophia A. M. Durante	Authorised Signatory	

CERTIFIED A TRUE COPY

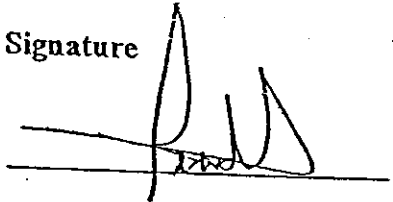

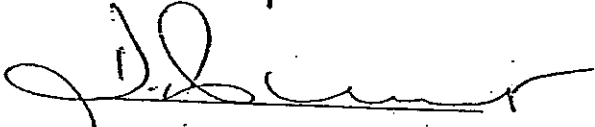

  
ABACUS TRUST AND MANAGEMENT SERVICES LIMITED

Date: 23/8/06

— ABACUS MANAGERS LIMITED —

SIGNATORY LIST

The following signatories have the power to sign singly for Abacus Managers Limited.

Name	Position	Signature
Meade W. Malone	Director	
Everton Knight	Authorised Signatory	
Debbie Wilmot	Authorised Signatory	
Sophia A. M. Durante	Authorised Signatory	

CERTIFIED A TRUE COPY

ABACUS TRUST AND MANAGEMENT  
SERVICES LIMITED

Date: \_\_\_\_\_



## 11. Current Accounts

The account opened by the Client with the Bank shall be deemed to constitute a current account. Accounts shall be settled, at the Bank's discretion, at the end of every quarter, half year or calendar year. The Bank at that time shall credit or debit the usual or agreed interest, commissions and expenses and make the compulsory withholding of taxes. The Bank reserves the right to modify at any time its interest and commission rates, having regard, in particular, to the market rates. It shall inform the Client of any such modification by circular letter or any other means deemed by the Bank to be appropriate. In the absence of a complaint presented within 30 days following their date, statements of account and other advices shall be deemed to have been approved, and such is the case even if the Bank is awaiting receipt of a written acknowledgement of the bank statement from the Client. Express or implied approval of statements of account and advices shall be deemed to cover all items therein, including any conditions stated therein by the Bank. Where the Client gives several orders the total amount of which exceeds his credit balance or agreed credit line, the Bank may at its sole discretion decide which orders to execute in full or in part, regardless of the dates when such orders are given to or received by the Bank.

## 12. Assets in Foreign Currencies

The Client's assets in foreign currencies are deposited with correspondents of the Bank's own choice in or outside of their relevant monetary zone. Deposits are held in the Bank's own name but for the Client's account and exclusive risk in proportion.

Such assets are subject to the taxes, duties, foreign exchange and other restrictions imposed by the authorities in the countries of the currencies or deposits concerned. In the foreign countries where the funds are invested, the Bank simply records the book entries. The Bank shall not be liable for not being in a position to obtain a foreign currency as a result of restrictions, forced transfers, seizures of any kind, decisions by empowered authorities, or of any similar facts out of the Bank's control.

Performance of the Bank's duties relating to the Client's assets in foreign currencies takes place, however, solely at the place where the account with the Bank is opened.

The Client can dispose of his assets in foreign currencies by orders to sell or to transfer or pay by cheque drawn by the Bank on its foreign correspondents. Any other mean of disposal is subject to prior agreement between the Bank and the Client.

## 13. Crediting and Debiting Amounts in Foreign Currencies

Where the Client does not have an account in the currency required for an operation or where the credit balance in such currency is insufficient, the operation will be recorded by the Bank in full or in part in any other currency in the Client's account.

## 14. Bills of Exchange, Promissory Notes, Cheques and Other Instruments

The Bank may debit the Client's account with the amount of bills of exchange, cheques and other similar instruments credited or discounted that have not been paid. Until such time as any debit balance has been settled, the Bank shall have against all parties liable, in virtue of the instrument a claim for the total amount of the bill and amounts incidental thereto, regardless of whether the claim is based on the law governing negotiable instruments or the law of obligations in general.

## 15. Documents and Paper Securities

The Client shall bear any losses incurred in connection with the authenticity, validity, regularity or value of any documents or paper securities (such as cheques, bills of exchange, guarantees, letters of credit, bills of lading, insurance policies, certificates representing goods, receipts) remitted to the Bank for the account of the Client. The Bank shall not be liable for the actual existence, state or conformity of goods represented by such documents.

## 16. Remittances from Third Parties

In the absence of instructions to the contrary, the Bank is authorized to accept remittances and cheques from third parties.

## 17. Credits Subject to Collection

Credits to the Client's account of amounts prior to collection are entered subject to collection by the Bank.

## 18. Deposits for Safe Custody

The Bank will, in accordance with its fee schedule, hold securities, precious metals and other valuables in open or sealed deposits for safe custody as provided in the "Deposits for Safe Custody Regulations" deemed to form an integral part hereof.

## 19. Precious Metal Accounts

A Client who holds a precious metals account has the right to receive as his property physical delivery of a quantity of precious metal equivalent to the balance in his gold, silver, platinum or palladium account. If the balance in the account does not relate to a certain number of fungible units, the Bank shall decide at its sole discretion the weight of the ingots of a fineness corresponding at a minimum to commercial usage. The Bank may charge additional manufacturing costs. The precious metal account shall be debited with the fine metal weight of the ingots delivered; any balance, calculated at the price on the Zurich precious metals exchange on the day of the transaction, shall be debited or credited to the Client's account. If a precious metal

account includes coins, the Client shall have the right to delivery of a number of coins equivalent to the amount in the account but cannot demand delivery of coins of a specific quality, mintage or year. If the Client wishes to withdraw a large quantity of metal or coins, he must

give notice to the Bank at least five working days in advance. Delivery of metal and coins shall be made at the Head Office or relevant Branch of the Bank. At the Client's request and exclusive risk and expense, and if the Bank is in agreement, delivery may be made elsewhere if permitted by official regulations. The right to delivery is subject to transfer restrictions, events of force majeure and war. Precious metal accounts do not bear interest.

#### **20. Joint Accounts and Deposits for Safe Custody**

An account or deposit for safe custody may be opened by more than one person. A Joint and Several Account Agreement shall govern the right of the account-holders to dispose of the account. Unless otherwise agreed in writing, the right to dispose of the account may be exercised individually by each of the account-holders. The account-holders shall be jointly and severally liable to the Bank for any claim by the Bank resulting from the joint account or deposit for safe custody.

#### **21. Account or safe deposits under pseudonyms or with an agreed signature**

Provided the Bank exercises usual diligence, the risk and consequences of opening an account under a pseudonym, with an agreed signature or agreed code shall be borne by the Client.

#### **22. Special Provisions**

Special provisions formulated by the Bank (such as Power of Attorney, Discretionary Management Agreement, Authority to make Fiduciary Deposits, Discharge of Liability Regarding Instructions by Telephone, Joint Account Agreement, Pseudonym Agreement, Deed of Pledge and Assignment, etc.) shall apply to specific operations. These special provisions shall supplement and where necessary take precedence over the present General Conditions. Thus, stock exchange transactions are subject to the rules and practice in the market concerned, documentary credits are subject to the Uniform Customs and Practice for Documentary Credits (UCP) published by the International Chamber of Commerce, collections and discounts are subject to the Directives of the Swiss Bankers' Association.

#### **23. Banking Secrecy**

Pursuant to the Federal Law relating to Banks and Savings Banks, the Bank and its employees are bound by banking secrecy within the limits set by applicable Swiss laws; they are also bound by professional secrecy, pursuant to the Federal Law relating to stock exchanges and trading in securities.

#### **24. Liability for Agents**

The Bank may be held liable for acts of its agents and employees only in the case of gross fault committed by them in the course of their employment.

#### **25. Commission Payments**

Following usual practice, the Bank reserves the right to grant retrocessions to independent managers, or other third parties, out of its own remuneration.

#### **26. Outsourcing**

The Bank reserves the right to delegate to third parties the execution of services which are essential to its activity within the conditions set by the Federal Banking Commission (Circular 99/2 and subsequent revisions).

#### **27. Public Holidays**

Saturdays and public holidays recognized by the local authorities and by banking practice are considered to be official public holidays.

#### **28. Taping of telephone conversations**

The Bank is authorised, when transactions are instructed orally and the Client uses a telephone, to tape the telephone conversations. In the event of a dispute, such tapes may be used as evidence.

#### **29. Adaptation of interest rates, tariffs and commissions**

The Bank reserves its right to modify at all times, and without prior notice having to be given, its applicable interest rates, tariffs and commissions. The Bank shall be at liberty to decide when any changes shall take effect. The Bank shall inform the client of such changes by any means it deems appropriate.

#### **30. Amendments to the General Conditions**

The Bank reserves the right to amend these General Conditions at any time. Clients shall be informed of amendments by circular letter or any other suitable means. In the absence of an objection made within 30 days after its date, such amendments shall be deemed to have been approved.

#### **31. Termination of Business Relations**

Unless otherwise agreed in writing, the Bank reserves the right to terminate its business relations with the Client at any time and with immediate effect and, in particular, to cancel any credit promised or drawn, in which case all amounts owed to the Bank shall become immediately due and payable.

#### **32. Applicable Law and Jurisdiction**

All legal relations between the Client and the Bank shall be governed exclusively by Swiss law. The place of performance of the obligations of the Bank and of the Client, as well as the place for proceedings under the Swiss Federal Debt Collection and Bankruptcy Act against clients domiciled abroad shall be at the place of the Bank's Head Office or of its Branch Office with which the Client is in contractual relationship. Any dispute between the parties shall be decided exclusively by the courts of the canton in which the Bank's Head Office or its Branch Office with which the Client is in contractual relationship is located, subject to review by the Swiss Federal Court. The Bank also reserves the right to sue the Client in any other court having jurisdiction within or outside of Switzerland, in which case exclusively Swiss law shall apply.

# DEPOSITS FOR SAFE CUSTODY

## Rules General

### 1. Scope of Application

These rules are in addition to those provided in the Bank's General Conditions and state the conditions under which the Bank agrees to safekeep, administer and account for the valuables and other items (hereinafter "the valuables") placed in its custody.

### 2. Valuables Deposited

The Bank will, in accordance with its fee schedule:

- a) hold and administer in open deposit for safe custody all certificates of title, securities (shares, bonds, mortgage certificates, monetary instruments, etc.) and other documents;
- b) hold precious metals (marketable quality gold and silver ingots and coins, etc.) in open deposit for safe custody;
- c) account and administer in open deposit investments on the money and capital markets as well as other investments not represented by certificates;
- d) hold valuables, according to their nature, in open or sealed deposit for safe custody.

Valuables, in particular precious metals and coins, will be accepted in open deposit for safe custody only if of marketable quality in the place where they are held for safekeeping.

The Bank may, without stating the reason, refuse to accept any valuables for safe custody.

### 3. Care in Safekeeping

The Bank shall keep the valuables deposited in its custody or cause them to be kept in a safe place and as carefully as its own valuables.

Where valuables are kept in the hands of third party depositaries, the Bank's duty shall be limited to the exercise of reasonable care in selecting such depositaries.

The Bank may be held liable solely for damages duly proven and resulting from a failure to exercise usual diligence. The same applies to damages caused to deposited valuables in the course of handling at the Client's request.

The Bank's liability for damage caused to valuables deposited shall in any event be limited to their marketable value, but only up to their declared value.

Damage due to natural phenomena or atmospheric conditions (such as humidity) or the result of force majeure or of war or disorder shall be borne exclusively by the Client.

### 4. Right of Disposal

The Client shall have the right to dispose of the valuables at all times. This right shall be subject, however, to binding statutory provisions or to any pledge or lien or mortgage or right of retention or of set-off held by the Bank as well as to any particular agreement to the contrary, such as periods of notice.

The valuables will be returned by the Bank in the usual form and within the customary time limits.

The valuables will be returned to the Client at the Bank's

Head Office or Branch Office in charge of the deposit, unless they are of a kind that does not allow this.

### 5. Insurance

Unless otherwise agreed, it shall be the Client's responsibility to insure the valuables when being sent, carried and held on deposit.

### 6. Duration of the Deposit

The deposit is made for an indefinite period.

The Client may at all times demand the return and the Bank may at all times demand the withdrawal of the valuables.

### 7. Custody Account Charges; Administration Commission and Expenses

The Bank will collect a custody account fee in accordance with its current schedule. The Bank may at all times amend its schedule and will notify the Client of any change by circular letter or any other appropriate means. The Client will be deemed to have accepted the amendment unless it is contested in writing within 30 days following the date of the notice.

The Bank will also charge a commission for administering the valuables (encashment of principal and income, exercise of subscription rights, stock splits, etc.).

Moreover, the Bank will be entitled to charge for its expenses and extraordinary services (delivery of valuables, transfer of the deposit, etc.).

The custody account fee and other charges will be payable half-yearly.

### 8. Statement of Account

Unless otherwise agreed, the Bank will provide the Client with a list of the valuables at least once per year. The Client will be deemed to have accepted this statement unless it is contested in writing within 30 days following its date.

In case of a sealed deposit, the statement will merely confirm its existence.

### 9. Amendments; Application of General Conditions

The Bank reserves the right to amend these safe custody rules at any time.

Subject hereto, the Bank's General Conditions remain applicable.

## Open Deposits for Safe Custody: Special Provisions

### 10. Open Deposits

Unless instructed otherwise, the Bank is expressly authorized to place the valuables in the custody of a professional depositary chosen by and in the name of the Bank, but for the account and at the risk of the Client. Valuables exclusively or essentially negotiated abroad will in principle be deposited abroad or transferred there, as the case may be, at the Client's expense and risk.

The Bank may, according to category, pool the valuables or cause them to be pooled with a depositary or in a central pool. Exception will be made for valuables which, owing to their nature or any other reason, must be kept in a segregated deposit.

If the valuables are kept in a pool in Switzerland, the Client shall have a right of co-ownership in the pool proportionate to his valuables kept in it.

Valuables that are subject to drawings may also be pooled. If a drawing has been held, the Bank will distribute the proceeds among the depositors by means of a second drawing. To ensure that each depositor has an equal chance to be reimbursed, the Bank will employ a method similar to that of the first drawing.

In case of paper securities to be returned out of a pool, the Client shall not be entitled to demand delivery of certificates specified by number or denomination nor, in case of precious metal bars and coins, by specific date or mintage.

Valuables kept abroad will be subject to the laws and practice in force at the place where they are kept. In case a foreign law renders it difficult or impossible to return valuables kept in a foreign location, the Bank's sole obligation shall be to procure for the Client, to the extent possible, a claim at that location for a proportionate restitution of the valuables deposited.

If registration in the Client's name of rights or other securities is impossible in the place where they are kept, the Bank may have them registered in its own name or that of a third party, but always for the account and at the risk of the Client.

#### **11. Deferred Printing of Certificates**

If the valuables on deposit consist of securities for which the printing of certificates has been or may be deferred, the Bank is expressly authorized:

- a) to request cancellation of existing certificates;
- b) for the duration of the deposit, to undertake usual administration and give instructions as necessary to and request indispensable information from the issuer;
- c) to demand at any time that the issuer print and deliver certificates;
- d) to carry out stock exchange orders as a party to the contract.

#### **12. Administration**

Unless otherwise instructed by the Client, the Bank will undertake usual administration, such as:

- a) encashment at best of interest due, dividends, reimbursable principal and any other payment in cash or kind;
- b) monitor drawings, calls, subscription rights, redemptions, etc., based on the usual sources of information in the sector concerned, but subject to its exercise of due diligence the Bank assumes no liability therefor;
- c) renewing coupon sheets and exchanging interim for final certificates;
- d) exercise or sale of subscription rights according to the proposal submitted by the Bank to the Client at time;
- e) payment of the balance owing on rights or other securities not fully paid up, provided the date for payment is set at the time of issue;
- f) the Bank will administer registered shares without coupons only if the Bank has been designated as domicile for payment of dividends and notice of subscription rights.

Other steps necessary to preserve rights attached to the valuables, such as execution of conversions, purchase, sale or exercise of subscription rights not according to the Bank's proposal, exercise of conversion rights and options, payments on securities not fully paid up, administration of mortgage certificates, etc., will not be undertaken by the Bank in the absence of instructions to the contrary given by the Client in due time. If such instructions do not reach the Bank in time, the Bank has the right but not the obligation, to act at its sole discretion.

If the administration of rights or other securities requires the Bank to send advices to the issuers or to the authorities, the Bank may at all times decline to do so in whole or in part, in which case the Bank will inform the Client in time to allow the Client to act personally.

The Bank will not administer items delivered to the Bank in sealed envelopes or insurance policies.

### **Sealed Deposits for Safe Custody: Special Provisions**

#### **13. Sealed Deposits**

Sealed deposits must contain only valuables, documents and other items suitable for safekeeping. Inflammable, dangerous or fragile items, or items which for other reasons are not appropriate to be kept within bank premises, or illegal valuables or items, may not be deposited. The Client shall be liable for damage resulting from failure to comply with this rule.

#### **14. Delivery to the Bank**

Valuables to be kept as sealed deposits must be accompanied by a declaration of value signed by the Client.

The Client's account number must be stated on the package.

The deposit must be sealed by the Client in a manner such as to make it impossible to open the package without damaging it.

The Client must, upon becoming aware of alterations to the package or content, inform the Bank immediately.

The unconditional receipt signed by the Client when the package is returned shall fully discharge the Bank from liability.

#### **15. Inspection by the Bank**

The Bank reserves the right, at the time the package is deposited, to require proof by the Client as to the exact nature of its contents or to inspect its contents. If this inspection must, exceptionally, be made at a later time and not in the Client's presence, the Bank will cause a protocol to be drawn up.

**A**

Account No.:

Contracting partner:

Wynding Investments Inc.Geneva Place, 2nd floor, #333Waterfront Drive, Road Town, Tortola  
British Virgin Islands**Verification of the Beneficial Owner's Identity**

(Form A as per art. 3 and 4 CDB)

The contracting partner(s) hereby declare(s):  
(mark with a cross where appropriate)

- that the contracting partner is/are the sole beneficial owner(s) of the assets concerned
- that the beneficial owner(s) of the assets concerned is/are:

Full name (or corporate name)  
Date of birth, nationality

Roger El Akoury

2nd October 1968 - Date of Birth

Lebanese - nationality

Address / Domicile, Country

3 Mircea Eliade Blvd.

ap. no.2, Sector 1, Bucharest

Romania

The contracting partner undertakes to inform the Bank immediately of any changes.

Wilfully entering false information in this form is a criminal offense (art. 251 of the Swiss Criminal Code; forgery of documents, under penalty of up to five years of imprisonment or detention).

Signature(s) of contracting partner(s)

Roger El Akoury

Abacus Management Limited - Represented by Mr. Meade Malone

Abacus Managers Limited - Represented by Debbie Wilmot

Place and date

Road Town, Tortola, BVI

### Account specifications

Account type:

- by name       numbered  
 individual       joint       collective

Currency of main account: \_\_\_\_\_ Other currencies desired: \_\_\_\_\_

Currency of valuation: \_\_\_\_\_ Income from securities in the account: \_\_\_\_\_

Special instructions: \_\_\_\_\_

Pseudonym\* (if desired) \_\_\_\_\_

\*Unless otherwise specified, the pseudonym will be next to the account number on the correspondence communications. For the pseudonym to be considered as a conventional signature, the related agreement must be signed.

### Instructions for correspondence

All correspondence should be:

sent to the address mentioned on the cover page, save in exceptional circumstances

retained by the Bank and destroyed after two years

in (language) \_\_\_\_\_

on the Bank's letterhead

not on the Bank's letterhead

For banking communications sent in a standard fashion, the asset statements are established quarterly. The other documents may be sent as specified hereunder:

Debit and credit advices:

ad hoc       monthly       quarterly

Account statements:

quarterly       half-yearly       annually

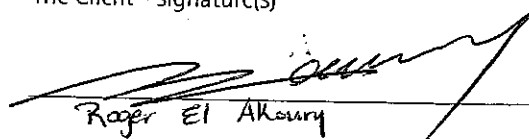
For mail retained at the Bank, the asset statements and account statements are established annually.

In correspondence relating to numbered accounts, only the account number and the mailing address, if necessary, will be shown.

The Client hereby declares that he has read the Bank's General Conditions and Rules governing Deposits for Safe Custody and agrees to be bound by them, in particular by Article 32 of the General Conditions concerning jurisdiction and application of Swiss law. The present translation into English of the Bank's General Conditions, as well as that of all the Bank's standard and other account opening documents, is provided for easier reference only. In case of dispute as to their contents or interpretation of their terms, the original French version shall prevail.

ING Bank (Switzerland) Ltd

The Client - signature(s)

  
Roger El Akoury

Place and date Road Town, Tortola, B.V.I.

Abacus Management Limited - Represented by Meade Malone

Abacus Managers Limited - Represented by

Holder:

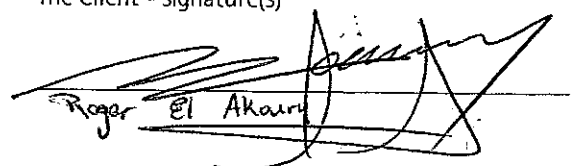
WYNDING INVESTMENTS INC

## FIDUCIARY DEPOSITS MANDATE

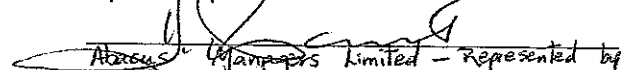
The undersigned (hereinafter "the Client") hereby give(s) to ING Bank (Switzerland) Ltd (hereinafter "the Bank") a Mandate to place funds, in the name of the Bank but as a fiduciary for the account and at the risk and peril of the Client, in the form of time deposits with banks located outside of Switzerland (including banks belonging to the same group as the Bank).

1. These deposits shall be subject to the laws and regulations in force in the borrower's country as well as in the country of the currency in which the placement is made.
2. In the absence of special instructions given by the Client, the Bank shall at its sole discretion decide on the advisability of making and renewing fiduciary deposits, select the borrower, and determine the currency, duration and conditions of all placements. The Client hereby discharges the Bank from liability for all acts performed pursuant to the present Mandate.
3. The sole duty of the Bank shall be to transfer to the Client the amount of principal and interest reimbursed by and effectively received from the borrower or, failing that, to assign to the Client the claim held by the Bank for the Client's account.
4. The Client authorizes the Bank to charge a commission for each fiduciary deposit according to its fee schedule at the time in force and to credit itself with expenses incurred.
5. This Mandate is revocable in writing at all times. However, any revocation shall not affect current operations until completed.
6. This Mandate and all other legal relations between the Client and the Bank shall be **governed exclusively by Swiss law**. The Bank's General Conditions shall, subject hereto, remain applicable, in particular the provisions thereof concerning jurisdiction and election of domicile.

The Client - signature(s)

  
Roger El Akoury

Abacus Management Limited - Represented by  
Meade Malore

  
Abacus Management Limited - Represented by

Place and date

Road Town, Tortola, BVI  
A. 22.7.2011

Holder:

WYNDING INVESTMENTS INC.

(Tax Form U.S. Withholding / Corporation  
and other non-U.S. entities)

## ASSETS AND INCOME SUBJECT TO UNITED STATES WITHHOLDING TAX

### Declaration of Non-U.S. Status (1)

Name of Account Holder: (2) Wynding Investments Inc.

Registered Office / Permanent Address / Address of Trustee: Geneva Place, 2nd floor, #333  
Waterfront Drive, Road Town, Tortola, British Virgin Islands

In connection with requirements under United States Withholding Tax Regulations and in order to enable the Bank to correctly determine the status and qualification of the Account Holder for the purpose of United States Withholding Tax as a

#### Non-U.S. Person

and, if applicable, for the relief from United States Withholding Tax under a Double Tax Treaty (part 4), the undersigned account holder hereby makes and confirms the following declarations to the Bank:

#### 1. Non-U.S. Person Declaration

With regard to our account with you, the undersigned duly empowered to represent the account holder declares that the entity is organised under the laws of the British Virgin Islands (country), under the form of Limited Company (description of entity i.e. limited liability company, Trust, Foundation, other) and that:

#### A. For companies, business entities, etc...(3)

Tick if applicable

The account holder is a Non-U.S. entity, as

- a) it is treated as a corporation for U.S. tax purposes or
- b) it is a « per se » corporation or
- c) it has made the « check the box election » to be treated as a corporation for U.S. tax purposes

1) Kept on file internally with the Bank only  
2) Joint Account Holders need to fill out and sign separate forms  
3) In most cases for companies where all members have limited liability



**B. For Trusts, Foundations and the like not established for the purposes of carrying on business (4)**

The account holder

Tick if applicable

- a) is a **Non-U.S. Trust** for U.S. tax purposes and
- b) is not a « **grantor trust** » for U.S. tax purposes and
- c) is not a « **simple trust** » for U.S. tax purposes

**N.B.:** To be treated as a Non-U.S. and a non transparent entity for U.S. tax purposes all the above three boxes have to be ticked

**2. Beneficial Ownership (for non transparent entities)**

The undersigned Account Holder hereby declares that it is the beneficial owner according to U.S. tax principles of the assets and income to which this form relates.

**3. Declaration of « no effectively connected income »**

The undersigned account holder further confirms that the income to which this form relates is not effectively connected with the conduct of a trade or a business in the USA.

**4. Application of Double Taxation Treaty / Limitation on Benefits**

The undersigned Account Holder further confirms that it wishes to claim the benefits of the Double Tax treaty between the USA and

\_\_\_\_\_ (please specify the country)

NO

YES

In the case the answer is « Yes », the undersigned Account Holder declares:

YES  That it meets all provisions of the Treaty that are necessary to claim the reduced rate of withholding, including any limitation of benefits provisions, and that it derives the income within the meaning of U.S. tax law, as the beneficial owner.

**N.B.:** In order to benefit from the reduced withholding tax rates of the applicable Treaty, both boxes « Yes », must be checked.

**5. Discovery of Status as a U.S. Person / Agreement to sell U.S. Securities under Deduction of Backup Withholding Tax**

- If, for whatever reason, this Declaration becomes invalid after its filing with the Bank due to
  - (i) a change in the circumstances changing the Account Holder's status from a Non-U.S. Person to a U.S. Person, and/or
  - (ii) late discovery of the fact that, notwithstanding this Declaration, the Account Holder is or has become a U.S. Person under U.S. tax principles, and
- if, at that time, the Account Holder does not agree to file a valid U.S. Tax Form W-9 with the Bank,

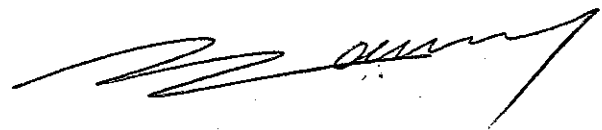
the undersigned Account Holder hereby irrevocably instructs the Bank to sell all U.S. investments falling hereunder held in the account(s), following standard business practice and without prior notice, and to deduct and remit to the IRS the backup withholding tax at 30 % (or the then applicable rate) on the gross proceeds of such investments, as provided for under the Qualified Intermediary Agreement concluded between the Bank and the U.S. Internal Revenue Service.(5)

The undersigned Account Holder expressly and without any limitation herewith waives any claims for damages and will indemnify the Bank for any liability in connection with the sale of his/her U.S. investments pursuant to the application of this provision.

**6. Change of Circumstances in status as a Non-U.S. Person**

The undersigned Account Holder undertakes to immediately notify the Bank if his/her status as a Non-U.S. Person changes to the status of a U.S. Person under U.S. tax principles.

The Client - signature



Place and date

Road Town Tortola BVI  
Aug. 23. 2006

(authorised signatory - name and title)

Roger El Akary - Beneficial Owner

5) Remittance of backup withholding tax to the IRS will be done without disclosure of the identity of the Account Holder, as expressly foreseen by the Qualified Intermediary Agreement

Holder:

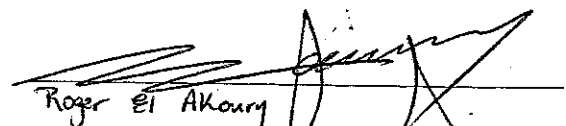
WYNDING INVESTMENTS INC

**AUTHORIZATION TO EXECUTE ORDERS GIVEN BY TELEPHONE,  
TELEX AND/OR TELEFAX, AND DISCHARGE FROM LIABILITY  
- private clients -**

The undersigned (hereinafter "the Client") wish(es) to be able to give orders, without restriction as to kind, to ING Bank (Switzerland) Ltd (hereinafter "the Bank") by telephone, telex, telefax and/or any other agreed means of telecommunication. The Bank's General Conditions notwithstanding, the Client hereby authorizes the Bank to execute all such orders even if, exceptionally, they are not confirmed in writing. However, any disposition in favour of a third party must be confirmed in writing.

1. The Client acknowledges and accepts the risk inherent in the use of said means of communication (misidentification of callers, misunderstanding, alteration or forgery of documents transmitted, etc.) that can result in monetary or other damage to the Client.
2. In the absence of instructions to the contrary, the Client agrees that the present Authorization and Discharge from Liability shall also apply to orders given by any duly appointed attorney-in-fact or other agent.
3. The Client accepts unconditionally and without limitation all of the consequences of execution by the Bank of orders transmitted by any of the above means of communication. The Client shall bear any damage resulting from the use of such means of communication and hereby discharges the Bank from all liability therefor to the extent allowed by law. The Client furthermore undertakes to hold harmless and indemnify the Bank from all loss or expense resulting from the execution of such orders.
4. The Bank shall not be held liable for executing a second time a written instruction which has already been executed pursuant to an instruction received by telephone, telefax, telex and/or any other agreed means of communication, if said instruction does not expressly specify that it is a confirmation of a previous instruction.
5. The Bank shall have the right but not the duty to demand proof of identity from the person giving an order. The Bank shall have the right to refuse to execute orders given by the said means of communication where the Bank has any doubt as to the person giving the order or the authenticity of the order or for any other reason, and the Bank shall not be obliged to give any justification nor shall the Bank incur any liability whatsoever.
6. The authorization given hereunder shall remain in effect until such time as express written notice of termination has been received by the Bank.
7. The present Authorization and discharge from Liability and all legal relations between the Client and the bank shall be **governed exclusively by Swiss law**. The Bank's General Conditions shall, subject hereto, remain applicable, in particular the provisions thereof concerning jurisdiction and election of domicile.

The Client - signature(s)

  
Roger El Akoury

Abacus Management Limited - Represented by  
Meade Malone

  
Abacus Management Limited - Represented by

Place and date Road Town, Tortola, BVI  
Aug. 23. 2006