

LOAN AGREEMENT

SUBORDINATED LOAN AGREEMENT (hereinafter referred to as the "Agreement") by and between:

WYNDING INVESTMENTS INC., a company incorporated under the laws of the British Virgin Islands, whose registered office is at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands, hereinafter referred to as "**Lender**".

And

YSC Pharma Management and Finance Limited, a company incorporated under the laws of Cyprus, having its headquarters at Gr.Xenopoulou, 17 P.C. 3106, Limassol Cyprus registered with the Trade Registry under no. HE 106057, hereinafter referred to as "**Borrower**".

hereinafter referred to collectively as the "**Parties**"

WHEREAS:

1. The Lender has agreed to grant to the Borrower a loan amounting to USD1,500,000 (one million five hundred thousand United States dollars), for the purpose of making investments required for the achievement of the Borrower's object of activity.
2. The Parties wish to lay down the terms and conditions applicable to the Agreement in writing.

IT IS HEREBY AGREED AS FOLLOWS:

Article 1

CLAUSE HEADINGS AND PREAMBLE

1. Clause headings in this Agreement are for ease of reference only and shall have no influence on the contents thereof.
2. The preamble is deemed to be embodied in this Agreement.

Article 2

DEFINITIONS

In this Agreement the following expressions shall have the following meaning:

"Effective date" means the date when the Agreement was concluded;

"Loan" means the amount of USD 1,500,000 (one million five hundred thousand United States dollars)

"Maturity Date"

means no later than 5 (five) years starting from the Effective date

Article 3

GRANTING OF THE LOAN

The granting of this Loan is taking place in the moment of the signing of this Agreement. The Borrower acknowledges being given the Loan, in cash, in the moment of the signing of this Agreement, therefore, this Agreement has the value of a receipt.

Article 4

SCOPE OF AGREEMENT

The Lender agrees to lend the Borrower an amount of US\$1,500,000 (one million five hundred thousand United States dollars), which the Borrower acknowledges to have borrowed from the Lender and shall repay to the Lender on terms and conditions as described hereinafter.

Article 5

REPAYMENT

1. The Borrower shall repay the outstanding amount of the Loan, according to the Agreement between the Parties hereto.
2. The Borrower shall reimburse the Loan into the bank account of the Lender, or in cash or by set off, if the case. The Lender agrees that the Borrower can reimburse the Loan by paying the Lender's debts towards any of the companies designated by him.
3. The Borrower may at any time on or before the Maturity Date and at its absolute discretion repay all or any part of the Loan.
4. At any time when the Loan is entirely repaid, this Agreement shall be considered terminated.
5. Unless otherwise agreed between the Lender and the Borrower, any delayed repayments would not be subject to any penalties.

Article 6

CURRENCY

Unless otherwise agreed between the Lender and the Borrower, any payments made hereunder shall be made in United States dollars.

Article 7

GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the British Virgin Islands and all disputes arising out of or in connection with this Agreement shall be brought before the BVI Courts.

Article 8

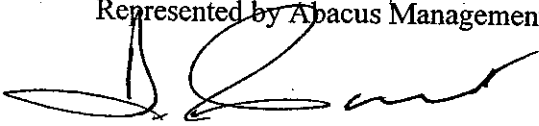
ENTERING INTO FORCE

This Agreement will enter into force on 4th of August 2007, the day this Agreement was concluded.

LENDER

WYNDING INVESTMENTS INC.

Represented by Abacus Management Limited

A handwritten signature in black ink, appearing to be a stylized name, positioned below the lender information.

BORROWER

YSC Pharma Management and Finance Limited

Represented by Atlas Alpha Services Limited

LOAN AGREEMENT

SUBORDINATED LOAN AGREEMENT (hereinafter referred to as the “**Agreement**”) by and between:

Roger Fawzi El Akoury, a Lebanese citizen, born on the 02.10.1968 in Deir Ahmar, Lebanon, residing in Lebanon, La Marina bldg, Dbaye, identified with Passport no. 0687584 issued by the Lebanese authorities on the 02.05.2006, as “**Lender**”,

And:

WYNDING INVESTMENTS INC, a company incorporated under the laws of the British Virgin Islands, whose registered office is at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands, hereinafter referred to as “**Borrower**”.

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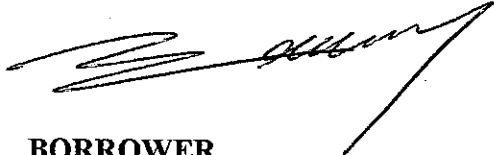
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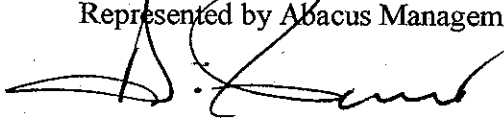
Roger Fawzi El Akoury



BORROWER

WYNDING INVESTMENTS INC.

Represented by Abacus Management Limited



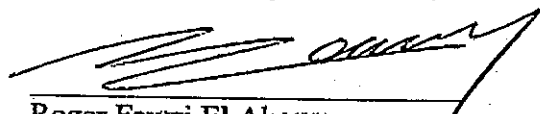
WYNDING INVESTMENTS INC.
(the "Company")

BENEFICIAL OWNER'S STATEMENT DATED OCTOBER 17, 2007

I Roger Fawzi El Akoury, the ultimate beneficial owner of Company, hereby authorize **ABACUS NOMINEE LIMITED** of 2nd Floor, Geneva Place, Road Town, Tortola, British Virgin Islands and registered holder of one (1) share of the Company held on trust of my benefit pursuant to a Declaration of Trust dated December 21, 2005 (the "Shares"), to transfer the Shares to **TRUSTONE NOMINEES LIMITED**, of Dimostheni Severi, no. 6, Presidium, 2nd Floor, Flat/Office no. 21, P.C. 1080, Nicosia, Cyprus.

That I undertake to indemnify Abacus Nominee Limited against all claims and demands which may be made against Abacus Nominee Limited and any of its directors and officers in consequence of the Abacus Nominee Limited complying with this request, and we hold Abacus Nominee Limited and its directors and officers harmless from any loss or liability which it or they may incur by reason of wrongful or fraudulent use or representation made by any person by virtue of the possession of such share certificate.

Signed this 17th day of October, 2007



Roger Fawzi El Akoury
Ultimate Beneficial Owner

WYNDING INVESTMENTS INC.
(the "Company")

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD AT GENEVA PLACE, 2ND FLOOR, #333 WATERFRONT DRIVE, P.O. BOX 3339, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS ON SEPTEMBER 26, 2007.

Present: Abacus Management Limited (represented by Debbie Wilmot)
Abacus Managers Limited (represented by Meade Malone)

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 AGREEMENT

WHEREAS the *Company* was duly incorporated under the laws of the British Virgin Islands, with its registered office at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

AND WHEREAS *Roger Fawzi El Akoury*, a Lebanese citizen, residing in Lebanon, La Marina bldg, Dbaye and identified with Passport no. 0687584 issued by the Lebanese authorities on the 02.05.2006, is the beneficial owner of the *Company* (hereinafter referred to as "Roger.")

AND WHEREAS *Roger* and the *Company* are hereinafter referred to collectively as the "*Parties*"

AND WHEREAS *Roger* agreed to grant the *Company* a loan amounting to US\$1,500,000 (one million five hundred thousand United States Dollars) for investment purposes, with effective date of 4th August, 2007.

AND WHEREAS the *Parties* have laid down the terms and conditions applicable to the loan arrangement by way of a written "Loan Agreement" a copy of which is attached herewith and forms an integral part of these minutes.

AND WHEREAS the Loan Agreement was referred to the directors for due consideration and approval.

IT IS NOW HEREBY RESOLVED THAT:

1. the loan to the *Company* in the amount of US\$1,500,000 (one million five hundred thousand United States Dollars) pursuant to the Loan Agreement be accepted and approved.
2. Debbie Wilmot, representing Abacus Management Limited, be authorized to execute the Loan Agreement on behalf of the *Company*.

TERMINATION

There being no further business, the meeting was terminated.


Chairman

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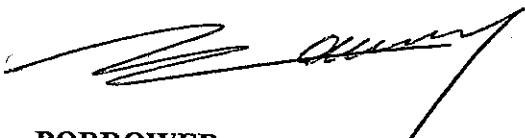
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LENDER

Roger Fawzi El Akoury



BORROWER

WYNDING INVESTMENTS INC.

Represented by Abacus Management Limited

