

VIA COURIER

Our Ref: RF/tmd

*Fedex 7918 3185
0137*

14th January, 2008

Mr. Antonis Avraam
Pan-Invest Management Ltd.
6 Demostheni Severi Avenue
Presidium Building
1080 Nicosia
Cyprus

Dear Mr. Avraam:

Re: **Brenton Resources Limited**
Suntoucher Ltd.
Consulthill Ltd.
Dream Catcher Holdings Ltd.
SMOOTH WINDS LTD.
FUTURE SUN HOLDINGS INC.
BREEZI CARM HOLDINGS INC.
WYNDING INVESTMENTS INC.

We are pleased to enclose the Original Certificate of Incumbency for each of the subject Companies.

Our invoice will be issued under separate cover.

Please feel free to contact us if you require any further assistance.

Yours sincerely,
MOSSACK FONSECA & CO. (B.V.I.) LTD.

RF/tmd

Encls

MOSSACK FONSECA & CO. (BVI) LTD.
Akara Bldg.
24 De Castro Street
Wickhams Cay 1
P. O. Box 3136
Road Town, Tortola
British Virgin Islands
T (284) 494-4840 / 494-4976
F (284) 494-4841 / 494-5884
E general@mossfon-BVI.com

MF BAHAMAS
T (242) 322-7601
F (242) 322-5807
E bahamas@mossfon.com

MF PANAMA
T (507) 263-8899 / 264-2322
F (507) 263-9218 / 263-7914
(507) 263-7327 Corporations
E MF@mossfon.com

MF SAMOA
T (685) 32684 / (685) 32685
F (685) 32683
E samoa@mossfon.com

MF SEYCHELLES
T (248) 324866
F (248) 324867
E seychelles@mossfon.com

GLOBAL OFFICES

EUROPE
CYPRUS
CZECH REPUBLIC
GENEVA
ISLE OF MAN
JERSEY
LIECHTENSTEIN
LONDON
LUGANO
LUXEMBOURG
ZUG
ZURICH

LATIN AMERICA
BRAZIL
BOQUETE - PANAMA
GUATEMALA
PERU
URUGUAY
VENEZUELA

ASIA
HONG KONG
DA LIAN
HANGZHOU
NINGBO
QINGDAO
SHANGHAI
SHENZHEN
SINGAPORE
THAILAND
UNITED ARAB EMIRATES

CORRESPONDENTS
VANCOUVER

Officer: TRECIA VANTERPOOL general@mossfon-bvi.com
Substitute: MEHILIN SANCHEZ general@mossfon-bvi.com
Substitute: CORPORATIONS SPECIAL USER corporations@mossfon.com
Jurisdiction: BVI
Client: 22959 PAN-INVEST B.V. **Reference:** Mr. ANTONIS AVRAAM
Type of case: CHANGE OF REGISTERED AGENT TO US

Case Number 1501835
File Number: 591309 **Quotation#::**
Company/Case Name: BREZI CARM HOLDINGS LTD **Invoice#::**
Date Assigned: 22-11-2007
Case Status: OPEN
Estimated Day 30
Days Elapsed 37

Comments:

E 13-01-2008
 07:19:11 AM

- E 11-01-2008 09:36:11 AM TRECIA VANTERPOOL - Dear Client, may we please have your response to the DRAFT of the certificate sent yesterday.
- I 10-01-2008 03:08:43 PM TRECIA VANTERPOOL - Payment history
- E 10-01-2008 12:42:42 PM TRECIA VANTERPOOL - DRAFT of the Incumbency for approval.
- E 10-01-2008 11:23:22 AM TRECIA VANTERPOOL - CI, Resolutions, Instrument transfer of shares, Reg.of directors and members, Share certificate, appt.of 1st directors, Loan agreement.
- E 10-01-2008 11:17:05 AM TRECIA VANTERPOOL - Apostilled documents
- E 10-01-2008 11:14:03 AM TRECIA VANTERPOOL - Memorandum and Articles.
- E 10-01-2008 10:19:10 AM TRECIA VANTERPOOL - Cover letter from Abacus.
- E 09-01-2008 04:28:58 PM TRECIA VANTERPOOL - Many documents were delivered for this company. We are sorting same to prepare the DRAFT.
- E 09-01-2008 10:11:13 AM TRECIA VANTERPOOL - The documents are now delivered to us for all the companies. However, you've only approved the draft Incumbency for Brenton. Yesterday we also sent for Consulthill, Dream Catcher and Suntoucher.
- I 07-01-2008 09:56:59 PM MEHILIN SANCHEZ - Dear Trecia, if documents has not been received yet, please send a reminder to the current Registered Agent. Also, please bear in mind to prepare the draft for the client

Comments:

Thanks and Regards, Mehilin

E 28-12-2007 08:34:34 AM TRECIA VANTERPOOL - In the interim, we will prepare a draft for you.

E 28-12-2007 08:33:03 AM TRECIA VANTERPOOL - although we have evidence that we are the Registered Agent and provision of the officers i.e. directors, secretary and shares...we have yet to receive the corporate documents from Abacus Trust. Until receipt, we are unable to provide an Incumbency for the company as yet.

We telephoned Abacus minutes ago, and were informed that the corporate documents are being prepared and should be delivered to us today.

E 27-12-2007 12:24:28 PM

E 21-12-2007 03:34:00 PM TRECIA VANTERPOOL - Our office will be closed for the Christmas Holiday on 24th through 26th December, 2007. We will resume regular working hours on Thursday, 27th December at 8:00 a.m. and will close again on Tuesday, 1st January, 2008. We resume our regular working schedule on Wednesday, 2nd January, 2008 at 8:00 a.m.

HAPPY HOLIDAYS ..

E 19-12-2007 11:32:36 AM TRECIA VANTERPOOL - Notice confirming the change in RO/RA to our firm.

I 17-12-2007 02:36:18 PM MEHILIN SANCHEZ - Dear Trecia, I think is time to send a reminder to the current Agent. Thanks, Mehilin

I 17-12-2007 08:19:40 AM TRECIA VANTERPOOL - Message to the agent.

I 14-12-2007 03:56:17 PM MEHILIN SANCHEZ - Dear Trecia, could you please attach copy of your e-mail to the current Registered Agent to this case. Thanks, Mehilin

E 08-12-2007 11:15:57 AM TRECIA VANTERPOOL - Awaiting the release of the company to our firm. Agent was contacted again.

I 03-12-2007 12:45:54 PM AMADA CASTILLO - E-mail received from the client

E 03-12-2007 10:18:10 AM TRECIA VANTERPOOL - Dear Client, we require a Resolution in the same format as those for CONSOUND, DREAM CATCHER etc.

I 03-12-2007 09:55:28 AM MEHILIN SANCHEZ - Dear Trecia, for your reference, I copy below client request in case 1496077.

CLIENT COMMENTS - Please note the following BVI companies that are being transferred to Mossack:

From Abacus Management (BVI) Ltd.
BREZI CARM HOLDINGS LTD
WYNDING WINDS INVESTMENTS LTD
SMOOTH WINDS LTD
FUTURE SUN HOLDINGS LTD

Please let me know what documents you require from us for the transfer of the above companies. Once these are transferred to Mossack we will urgently require certificates of incumbency to be issued for all companies transferred showing the new details.

Regards,
Antonios Avraam
Pan Invest Management Ltd

Could you please reply the client accordingly. Thanks and regards, Mehilin

E 23-11-2007 TRECIA VANTERPOOL - Search in progress to determine the status of the company.

Comments:

11:14:06 AM

I 22-11-2007 LATREECE WILSON - SPECIAL INSTRUCTIONS - KINDLY REFER TO CLIENTS COMMENTS FOUND IN
09:16:57 AM CASE NO. 1496077 21-11-2007 11:35:41 AM (PMA TIME)

E 22-11-2007 LATREECE WILSON - THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA
09:10:57 AM VANTERPOOL(BVI) BY LATREECE WILSON(BVI)

THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL BY LATREECE WILSON

I - INTERNAL COMMENTS.

E - EXTERNAL COMMENTS, VISIBLE FOR THE CL



ABACUS

Abacus Trust and Management Services Limited
Geneva Place, 2nd Floor, 333 Waterfront Drive
Road Town, Tortola, British Virgin Islands

December 27, 2007

Mailing Address:
P.O. Box 3339
Road Town, Tortola
British Virgin Islands

HAND DELIVERED

Mossack Fonseca & Co. (BVI) Ltd.

Akara Building
Wickhams Cay 1
P.O. Box 3136
Road Town, Tortola
British Virgin Islands

Telephone: 284-494-4388
Facsimile: 284-494-3088
Email: info@mwmabacus.com
Web: www.mwmabacus.com

Dear Sirs:

**Re: SMOOTH WINDS LTD. - BC No. 657670
WYNDING INVESTMENTS INC. - BC No. 683315
BREEZE CARM HOLDINGS INC. - BC No. 683317
FUTURE SUN HOLDINGS INC. - BC No. 657672**

At the request of our client to transfer the administration of the above captioned companies to yourselves, we are pleased to enclose the following documents:

1. Original Memorandum and Articles of Association;
2. Copy of Certificate of Incorporation;
3. A copy of Appointment of first director;
4. Copies of Share certificate 1;
5. Share certificate No. 2;
6. Copies of corporate minutes held on file;
7. Register of directors and
8. Register of Members.

Kindly acknowledge receipt of documents in due course.

Yours sincerely,

Sophia A.M. Durante
Corporate Manager

Annette Mactavious
Senior Corporate Administrator

Encs.

RECEIVED

JAN 08 2008

**Mossack Fonseca & Co.
B.V.I. Ltd.**

Trecia Durrant

From: *Mossack Fonseca & Co. BVI Ltd
Sent: Tuesday, December 04, 2007 3:17 PM
To: 'mwalker@mwmabacus.com'; 'mwmabacus@surfbvi.com'
Subject: FW: Transfer to Mossack Fonseca - BREEZI CARM HOLDINGS INC. / FUTURE SUN HOLDINGS INC.

Dear Sirs:

We have been instructed by our Client to contact your office regarding the change of Registered Office/Agent of the above mentioned Company to our firm.

Attached is a copy of the Written Resolution of the Directors for this Company authorizing the transfers

Assuming that there are no outstanding invoices for past services and that you are not aware of any reason why we should not act as Registered Office/Agent of the Company, could you please file this transfer at VIRRGIN so we can proceed with the endorsement from our end.

Also, please be so kind to send us the corporate documents for this Company, to wit:

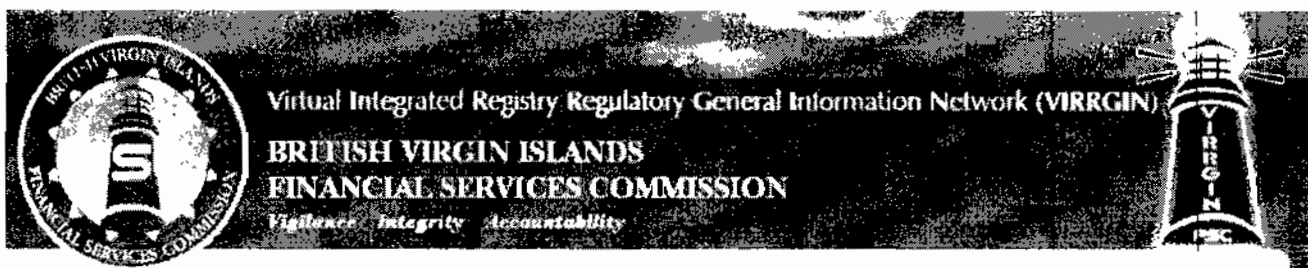
- 1) The Company's Memorandum and Articles of Association and any amendments thereto;
- 2) A copy of the Certificate of Incorporation;
- 3) Resolutions of the Company;
- 4) An impression of the corporate seal;
- 5) Register of Members;
- 6) Register of Directors, and,
- 7) Any other documents, books or records which may be kept at the Registered Office.

We now look forward to receipt of your response in this regard.

Yours sincerely
MOSSACK FONSECA & CO. (BVI) LTD.

Trecia Vanterpool-Durrant

RF/tmvd



Home > My Account > My Company > Company Enquiry

[Home](#) [Logout](#)

Company Enquiry

Company No: 683317
 Company Name: BREEZE CARM HOLDINGS INC
 Status: Active

OIS Payment History:

Trans Date	Description	Licence Year	Receipt No.	Amount
02/11/2005	Incorporation Fee, Capital up to \$50000	-	434232	350
25/09/2006	Certificate of Incorporation IBC	-	490519	25
25/09/2006	Certificate of Good Standing IBC	-	490519	25
25/09/2006	M/A Certified, IBC	-	490519	15
30/11/2006	License Fees	2006	504186	350

VIRRGIN Payment History:

Transaction Date	Description	Transaction No	Receipt No	Amount
17/12/2007	Notice of Change of Registered Agent (with Change of Registered Office Address)	T070931108	RCS00000000270936	100 00
11/12/2007	Annual Submission - Licence Fees (50K Shares or less)	T070916822	RCS00000000267296	385 00
Year	License Fee	Penalty	Bearer Fee	Total Amount
2007	350 00	35 00	0 00	385 00
	Restoration Fee			0 00
	Total			385 00



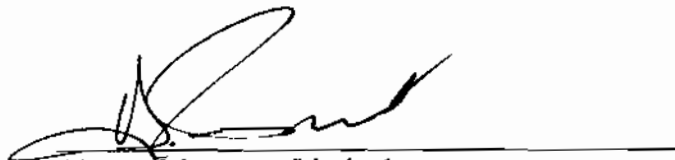
November 16, 2007

The Directors
BREEZI CARM HOLDINGS INC.
Geneva Place, 2nd Floor
Wickham's Cay
Road Town, Tortola
British Virgin Islands

Dear Sirs:

We, Abacus Managers Limited, hereby tender our resignation as a Director of your Company, without compensation for loss of office.

Yours faithfully,



Abacus Managers Limited
Director

November 16, 2007

The Directors
BREEZI CARM HOLDINGS INC.
Geneva Place, 2nd Floor
Wickham's Cay
Road Town, Tortola
British Virgin Islands

Dear Sirs:

We, Abacus Management Limited, hereby tender our resignation as a Director of your Company, without compensation for loss of office.

Yours faithfully,

A handwritten signature in black ink, appearing to be a stylized name, possibly "J. [unclear]".

Abacus Management Limited
Director

BREEZI CARM HOLDINGS INC.
(the "Company")

BENEFICIAL OWNER'S STATEMENT DATED OCTOBER 17, 2007

I Ludovic Charles Simon Robert, 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 fifty (50) shares of the Company held on trust of my benefit pursuant to a Declaration of Trust dated December 2, 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


Ludovic Charles Simon Robert
Ultimate Beneficial Owner

INSTRUMENT OF TRANSFER OF SHARES

We, **ABACUS NOMINEE LIMITED**, of Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter called the "Transferor") in consideration of the sum of US\$1 (One US Dollar) to be paid to us by **TRUSTONE NOMINEES LIMITED** of 6 Demostheni Severis Avenue, 1080 Nicosia, Cyprus (hereinafter called the "Transferee"), do hereby transfer to the said Transferee 1 (One) unpaid share of US\$1 held by us in the undertaking called **BREEZI CARM HOLDINGS INC.** to hold unto the said Transferee, its executors, administrators and assigns. It is also hereby clarified that the responsibility and liability to pay to **BREEZI CARM HOLDINGS INC.** the amount of US\$1 (one US Dollar) representing the unpaid nominal value of the above-described share is transferred from us (the Transferor) to the Transferee and the said Transferee do hereby agree to take the said share in the aforementioned undertaking subject to the conditions aforesaid.

Dated this 17th day of October, 2007

Signature:

Name: Antonis Avraam
For Trustone Nominees Limited


Signature:

Name: _____

Signature:

Name:  DEBBIE WILMS
For Abacus Nominee Limited

Signature:

Name:  SOPHIA DURANTE

INSTRUMENT OF TRANSFER OF SHARES

We, **ABACUS NOMINEE LIMITED**, of Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter called the "Transferor") in consideration of the sum of US\$50 (Fifty US Dollars) to be paid to us by **TRUSTONE NOMINEES LIMITED** of 6 Dimostheni Severis, no.6, Presidium, 2nd Floor, Flat/Office no. 21, P.C. 1080, Nicosia, Cyprus (hereinafter called the "Transferee"), do hereby transfer to the said Transferee 50 (Fifty) unpaid shares of US\$1 each held by us in the undertaking called **BREEZI CARM HOLDINGS INC.** to hold unto the said Transferee, its executors, administrators and assigns. It is also hereby clarified that the responsibility and liability to pay to **BREEZI CARM HOLDINGS INC.** the amount of US\$50 (Fifty US Dollar) representing the unpaid nominal value of the above-described shares are transferred from us (the Transferor) to the Transferee and the said Transferee do hereby agree to take the said shares in the aforementioned undertaking subject to the conditions aforesaid.

Dated this 17th day of October, 2007


Signature:

Name: Antonis Avraam
For Trustone Nominees Limited

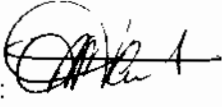
Signature:

Name: _____
Witness:

Signature:


Name: Everton Knight
For Abacus Nominee Limited

Signature:


Name: Annette Mactavious
Witness:

SHARE TRANSFER

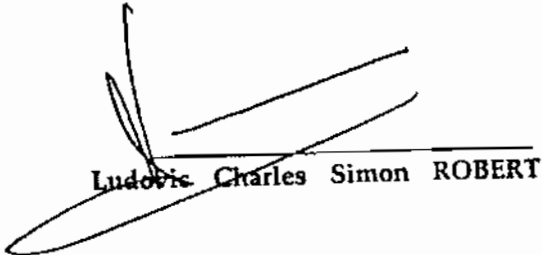
I, **Ludovic Charles Simon ROBERT**, of 37 Log. Luca Stroici St., Bucharest 2, Romania, in consideration of the sum of EUR 70,000,000.00 paid or to be paid to me by Breezi Carm Holdings Inc. of 2nd Floor, Geneva Place, 333 Waterfront Drive, P.O. Box 3339, Road Town, Tortola, British Virgin Islands

DO HEREBY TRANSFER TO Breezi Carm Holdings Inc. one hundred (100) common shares in Consulthill Limited ("the Company") standing in my name in the books of the Company **TO HOLD** unto the said **Breezi Carm Holdings Inc.** its successors and assigns subject to the several conditions on which I held the same on the execution hereof **AND** the said **Breezi Carm Holdings Inc.** do hereby agree to take the said shares subject to the same conditions

AS WITNESS our hands the 21st day of December 2005

Transferor

Transferee


Ludovic Charles Simon ROBERT

Breezi Carm Holdings Inc.

.....
Abacus Management Limited

.....
Abacus Managers Limited

.....
Witness

.....
Witness

DECLARATION OF TRUST

By this Deed, we Abacus Nominee Limited of Geneva Place, 2nd Floor, Road Town, Tortola, British Virgin Islands, as nominee for **BREEZI CARM HOLDINGS INC.** (the "Company") hereby acknowledge and declare that share certificate numbered 1, representing 50 common shares ("the shares"), 100% of the shareholding, fully paid and issued in the Company and all dividends, bonuses, rights, and other privileges accrued or to accrue upon the same are held by us upon trust on behalf of **Ludovic Charles Simon Robert** c/o 2 Marasesti Blvd, Sector 4, Bucharest, Romania and his executors, administrators and assigns, and we hereby agree to transfer, pay and deal with the shares and any dividends payable in respect thereof and any bonuses, rights and other privileges arising therefrom in such a manner as he or his duly authorised representative shall from time to time direct. We hereby acknowledge that the legal ownership for the above share remains with us.

In consideration of the foregoing the Company and **Ludovic Charles Simon Robert** agree to indemnify and hold us harmless at all times against any and all actions, proceedings, liabilities, claims, losses, damages, costs and legal and other expenses on our part (if any), incurred or in any way arising in relation to the shares or by reason of any act done or omitted to be done in reliance on the terms of this declaration or in reliance of any instructions hereafter given by either/any of them with respect to the share.

Subject to the above, we agree to assign the shares to the Company, or as it shall direct, at its own cost.

IN WITNESS WHEREOF, the Common Seal of Abacus Nominee Limited was hereunto affixed on December 2, 2005 by Debbie Wilmot, an authorized Officer of the same, and the said Debbie Wilmot inscribed her signature hereto in the presence of

) _____
) _____
) _____
) _____
) _____
) _____
) _____
) _____
) _____
) _____

Witness

Agreed and Accepted:

Ludovic Charles Simon Robert
For and on behalf of the Company



Date: Dec. 2. 2005

SHARE TRANSFER

I, **Ludovic Charles Simon ROBERT**, of 37 Log. Luca Stroici St., Bucharest 2, Romania, in consideration of the sum of EUR 70,000,000.00 paid or to be paid to me by Breezi Carm Holdings Inc. of 2nd Floor, Geneva Place, 333 Waterfront Drive, P.O. Box 3339, Road Town, Tortola, British Virgin Islands

DO HEREBY TRANSFER TO Breezi Carm Holdings Inc. one hundred (100) common shares in Consulthill Limited ("the Company") standing in my name in the books of the Company **TO HOLD** unto the said **Breezi Carm Holdings Inc.** its successors and assigns subject to the several conditions on which I held the same on the execution hereof **AND** the said **Breezi Carm Holdings Inc.** do hereby agree to take the said shares subject to the same conditions

AS WITNESS our hands the 21st day of December 2005

Transferor

Transferee

Ludovic Charles Simon ROBERT



Breezi Carm Holdings Inc.


.....
Abacus Management Limited
.....
Abacus Managers Limited

.....
Witness


.....
Witness

LOAN AGREEMENT

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

BREEZI CARM HOLDINGS 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

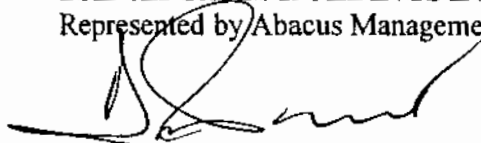
The validity, construction and performance of this Agreement shall be governed by the laws of the British Virgin Islands and all disputes arising out of or in connection with this Agreement shall be brought before the BVI Courts.

Article 8

ENTERING INTO FORCE

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

LENDER
BREEZI CARM HOLDINGS INC
Represented by Abacus Management Limited



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:

Ludovic Robert Charles Simon, a French citizen, born on the 11.12.1971 in Paris, France, residing in Cyprus, Limassol, 1 Kapadokias St, Agios Tychonas, identified with Passport no. 05 RE 25187 issued by the Embassy of France in Romania on 03.08.2005, as “**Lender**”,

And:

BREEZI CARM HOLDINGS 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 Island, 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

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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, 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.

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ENTERING INTO FORCE

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

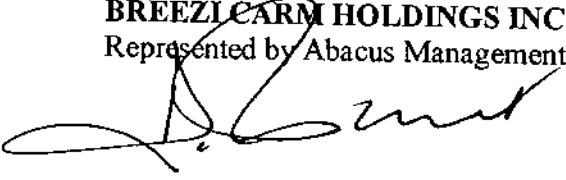
LENDER

Ludovic Robert ~~Charles~~ Simon

BORROWER

BREEZECARM HOLDINGS INC.

Represented by Abacus Management Limited

A handwritten signature in black ink, appearing to be 'L. Simon', written over the text 'Represented by Abacus Management Limited'.

LOAN AGREEMENT

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

Ludovic Robert Charles Simon, a French citizen, born on the 11.12.1971 in Paris, France, residing in Cyprus, Limassol, 1 Kapadokias St, Agios Tychonas, identified with Passport no. 05 RE 25187 issued by the Embassy of France in Romania on 03.08.2005, as “**Lender**”,

And:

BREEZI CARM HOLDINGS 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 Island, 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 , 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

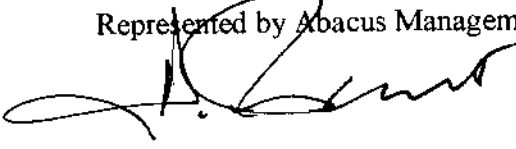
Ludovic Robert Charles Simon



BORROWER

BREEZI CARM HOLDINGS INC.

Represented by Abacus Management Limited



Ref: Breezi Carm Holdings Inc.
Corporate Resolutions

A P O S T I L L E

(Convention de la Haye de 5 Octobre 1961)

1. Country : British Virgin Islands

This public document

2. has been signed by : Ms. Debbie Wilmot

3. Acting in the capacity of : Notary Public

4. Bears the Seal / Stamp of : Debbie H. C. Wilmot

C E R T I F I E D

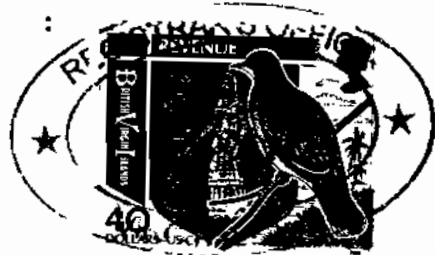
5. At : Road Town, Tortola

6. On : 10th October, 2006

7. By : Deputy Registrar, High Court

8. No. : H-08264-06

9. Seal/Stamp :



10. Signature :

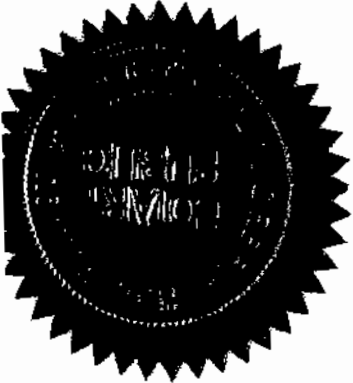
Debbie Wilmot

I, Debbie H.C. Wilmot, Notary Public duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached original Corporate Resolutions for **Breezi Carm Holdings Inc.** is that of Sophia A.M. Durante, an authorised signatory of Abacus Trust and Management Services Limited, the Registered Agent of **Breezi Carm Holdings Inc.**

Dated: October 9, 2006



Debbie H.C. Wilmot
Notary Public
British Virgin Islands



CORPORATION RESOLUTION

DEPOSIT, CUSTODIAN AND CURRENT ACCOUNTS AND CREDIT TRANSACTIONS

Abacus Management Limited

1,

xxxxxxx
Secretary of
xxxxxxx
Director of Breezi Carm^{Holdings} Inc. BVI

a company duly incorporated and existing under the laws of ~~British Virgin Islands~~
described herein as 'the Company', hereby certify that the following is a true copy of resolutions adopted by the Board of Directors of the Company, at a meeting duly held, a quorum being present, on (date) May 5 2006 and that such resolutions are now in full force and effect:

1. 'Resolved, that ING Bank (Switzerland) Ltd (hereinafter ING), is designated a depository of the Company; and
2. 'Further Resolved, that all drafts, bills of exchange, cheques and other instruments, instructions or orders for the payment or withdrawal of funds drawn against the account or accounts of the Company with ING shall be signed, made or accepted on behalf of the Company by the following [insert the titles and names of the officers and their method of signature].

Name	Title/Function	Method of signature
<u>Abacus Management Limited</u>	<u>Director</u>	<u>jointly with Ludovic Robert</u>
Abacus Managers Limited	Director	jointly with Ludovic Robert
Ludovic Robert	Attorney	jointly with Abacus Management Limited or jointly with Abacus Managers Limited

_____ and

3. 'Further Resolved, that ING is authorized to place to the credit of the account, or any of the accounts, of the Company, drafts, bills of exchange, cheques or other funds or property delivered to it for deposit for account of the Company, whether or not endorsed with the name of the Company by rubber stamp, facsimile, mechanical, manual or other signature, and any such endorsement by whomsoever affixed shall be the endorsement of the Company, or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomsoever made) for deposit to a specific account, then such deposit shall be to the credit of such specific account; and
4. 'Further Resolved, that ING is hereby directed to accept and/or pay and/or apply any draft, bill of exchange, cheque, instrument, instruction or order for the payment or withdrawal of funds drawn on the account or accounts of the Company or payable to the order of the Company and bearing the signature or signatures now or hereafter authorized by the Company, without limit as to amount, without inquiry and without regard to its application or that of its proceeds, including drafts, bills of exchange, cheques, instruments, instructions or orders for the payment or withdrawal of funds drawn or endorsed to the order of or in favour of any person whose signature appears thereon or any other officer or officers or agent or agents of the Company, which may be deposited with, or delivered or transferred to ING, or to any other person, firm or corporation, for the personal credit or account of any such officer or agent; and ING shall not be liable for any disposition which any such officer or agent shall make of all or any part of any draft, bill of exchange, cheque, instrument, instruction or order for the payment or withdrawal of funds drawn on such account or accounts or payable to the order of the Company or the proceeds thereof, notwithstanding that such disposition may be for the personal account or benefit or in payment of the individual obligation of any such officer or agent to ING, or otherwise; and
5. 'Further Resolved, that (a) ING is designated a custodian of the Company for the deposit of property of any nature, (b) the said officer(s) acting as above specified is/are authorized to request ING to open a Custodian Account in the name of the Company and is/are authorized to execute and deliver in the name and on behalf of the Company to ING a Custodian Agreement in the form required by ING, and (c) all withdrawals of funds, securities and/or other property from such Custodian Account and all orders to purchase, receive, exchange, sell or deliver funds, securities and/or other property from such Custodian Account shall be made upon the written order of the said officer(s) acting as above specified, and (d) without limit as to amount, without inquiry and without regard to the application of funds, securities and/or other property, ING is authorized to take any action relating to any such funds, securities and/or other property (including delivery or payment for the Company to any person ordering such delivery or payment and registration in the name of any nominee or otherwise) upon the written order of the said officer(s) acting as above specified; and

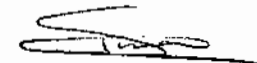
6. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to open deposit and current accounts in foreign currencies with ING, to purchase, sell, transfer, or dispose of for present or future delivery foreign moneys, credits or exchange on deposit or otherwise and all manner of instruments representative thereof by endorsement or otherwise; and to execute and deliver any instruments relating to any such transactions; and
7. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to execute and deliver in the name and on behalf of the Company to ING such agreements or instruments in connection with any account or accounts of the Company as he/they may deem necessary or proper; and
8. 'Further Resolved, that the Company borrow and/or obtain credit in United States dollars, English pounds or any foreign currency (including all manner of credits and/or letters of credit) from time to time from ING; and
9. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to execute and deliver any drafts, notes, agreements, trust receipts, security agreements, financing statements or other documents in connection with any loan and/or credit obtained from ING, and to endorse for discount or otherwise negotiable or non-negotiable instruments held by the Company; and
10. 'Further Resolved, that, from time to time, any property of any sort of the Company may be pledged, mortgaged, assigned or subjected to a security interest or lien as security for any liability of any sort of the Company and of third persons and that the said officer(s) acting as above specified is/are authorized to take any action and to execute and deliver any agreements or instruments relating to any such pledges, mortgages, assignments, security interests, or liens; and
11. 'Further Resolved, that the Secretary or Assistant Secretary of the Company shall certify to ING the names of the presently duly elected and qualified officers of the Company and shall from time to time hereafter, as changes in the personnel of said officers are made, immediately certify such changes to ING, which shall be fully protected in relying on such certifications of the Secretary or Assistant Secretary and shall be indemnified and held harmless from any and all loss, damage, liability, claims and expenses whatsoever resulting from honouring the signature of any officer so certified or refusing to honour any signature not so certified; and
12. 'Further Resolved, that ING, in addition to and with like effect as if acting upon orders or other instruments signed manually by the officer(s) designated in the foregoing resolutions, may act, in effecting any of the aforesaid transactions, upon instructions contained in any message received by it, transmitted by any form or agency of communication whatsoever, which purports to come from the Company and purports to be authenticated by a code or cipher (known as a private test key) which is then in force and agreed upon by ING and the said officer(s) acting as above specified; and
13. 'Further Resolved, that in consideration of ING acting in reliance upon the foregoing resolutions and the succeeding resolutions, it shall be fully protected in so acting and the Company agrees to indemnify and save harmless ING from and against any and all loss, damage, liability, claims and expenses whatsoever arising by reason of its so acting; and
14. 'Further Resolved, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by ING, and that receipt of said notice shall not affect any action taken by ING prior thereto; and
15. 'Further Resolved, that the Secretary or Assistant Secretary be, and he hereby is, authorized and directed to certify these resolutions to ING and that the provisions thereof are in conformity with the constitutive documents of the Company; and
16. 'Further Resolved, that the Company agrees to the "General Conditions" of ING, a copy of which has been presented to the Board and is attached to these minutes';

I further certify that there is no provision in the constitutive documents of the Company limiting the power of the Board of Directors to adopt the foregoing resolutions and that the same are in conformity with the provisions of said constitutive documents, neither of which requires or provides for any vote or consent of shareholders to authorize the adoption of such resolutions.

I further certify that the persons enumerated in number 2 above are the duly elected and qualified officers of the Company and hold in the Company the positions indicated there.

In Witness Whereof, the corporate seal of the Company was hereto affixed this

Date Oct. 9 2006, in the presence of Trida Nishit



Director for and on behalf of
Abacus Management Limited

[PLEASE AFFIX CORPORATE SEAL]

Secretary

PAYMENT INSTRUCTIONS

From: BREEZI CARM HOLDINGS INC.

To: ING Bank (Switzerland) Ltd.,

Re: Account 6384890

Dear Sirs,

1. Transfer instructions

We are expecting to receive on Account 6384890 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 6384890 we request that you transfer the entire balance on Account 6384890 in the following manner:

Amount to be transferred = percentage of amount on account	Beneficiary	Account number	Bank	Comments
100 %	Mr. Ludovic Charles Simon Robert	6384901	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

BREEZI CARM HOLDINGS INC.

Ludovic Charles Simon, Robert

Bucharest, September 20, 2006
Place and date

For and on behalf of
Abacus Management Limited

For and on behalf of
Abacus Managers Limited

Turkula BVI, Oct. 9, 2006
Place and date



PAYMENT INSTRUCTIONS

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BREEZI CARM HOLDINGS INC.

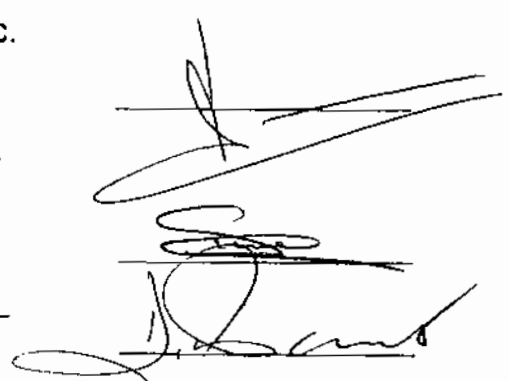
Ludovic Charles Simon, Robert

Bucharest, September 20, 2006
Place and date

For and on behalf of
Abacus Management Limited

For and on behalf of
Abacus Managers Limited

Toronto BVI Oct. 9 2006
Place and date



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: BREEZI CARM HOLDINGS INC. (hereinafter "the Client")

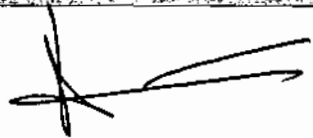
Registered office: Genova Place, 2nd floor, #333 Waterfront Drive, Road Town, Tortola
B.V.I

Correspondence to be sent to (name and address, if different from above):

Same as above

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>Ludovic Charles Simon Robert</u> Capacity: _____	<u>jointly only with any one Director</u>	
B. <u>Abacus Management Limited</u> Capacity: <u>Director</u>	<u>jointly with Ludovic C.S. Robert</u>	<u>The Director will be represented by any one of its authorized signatories as per the attached signatory list.</u>
C. <u>Abacus Managers Limited</u> Capacity: _____	<u>jointly with Ludovic C.S. Robert</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.

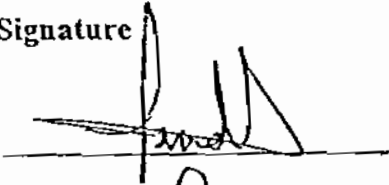
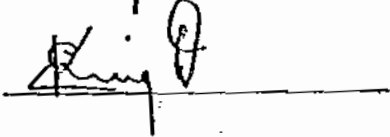
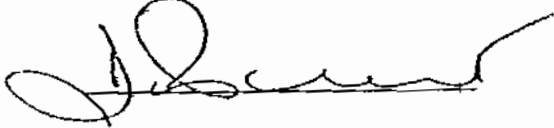

In case of a foreign company, the Application to Open an Account must be signed by the required number of officers of the company. It must be accompanied by a certificate of registration in the Commercial Register of the company's place of incorporation or by a similar official document, stating the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

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

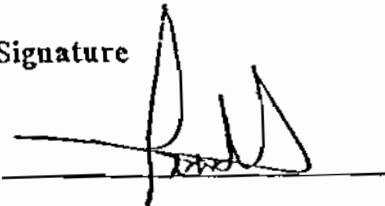

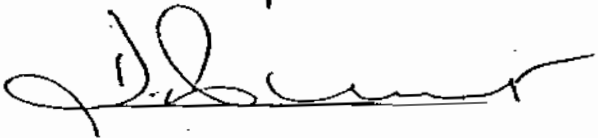
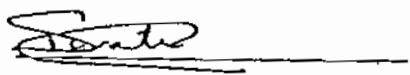

ABACUS TRUST AND MANAGEMENT SERVICES LIMITED

Date: 25/8/06

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: 25/8/06

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  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.

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 discretion.

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 each 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.

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

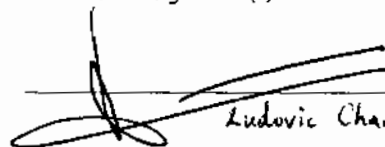
For mail retained at the Bank, the asset statements and account statements are established annually.

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)


Ludovic Charles Simon Robert

Abacus Management Limited - Represented by
Mr. Menda / Malone

Place and date

Road Town, Tortola

23-2006

Abacus Management Limited - represented by

Holder:

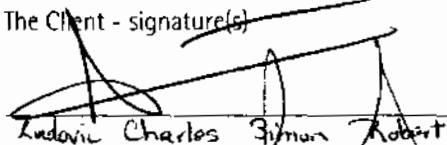
BREEZI CARM HOLDINGS INC.

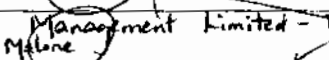
FIDUCIARY DEPOSITS MANDATE

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)


Ludovic Charles Simon Robert

Abacus Management Limited - Represented by
Meade Malone 

Place and date

Road Town, Tortola



Holder:

(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) BREEZI CARM HOLDINGS 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 B.V.I
Aug. 23 2006

(authorised signatory - name and title)

Ludovic Charles Simon Robert - 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

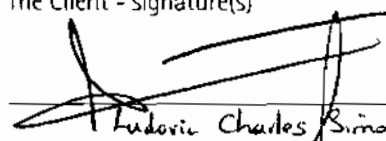
Holder:
BREEZI CARM HOLDINGS INC.

**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)


Ludovic Charles Simon Robert

Abacus Management Limited - Represented by
Meade National

Abacus Management Limited - Represented by

Place and date Road Town Tortola BVI

17 7-1

COMPLEMENTARY SIGNATURE LIST

- Legal entity -

Name: BREEZI' CARM HOLDINGS INC. (hereinafter "the Client")

Registered office: _____

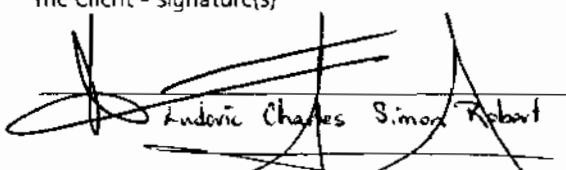
Correspondence to be sent to (name and address, if different from above):

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)	Specimen signature
Capacity:	_____	
Capacity:	_____	
Capacity:	_____	
Capacity:	_____	

By signing the present form, 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.
 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. In case of dispute as to their terms, the original French version shall prevail.

- The present list completes the list of signatories already in possession of the Bank.
- The present list cancels and replaces the list of signatories already in possession of the Bank.

The Client - signature(s)

 Andrieu Charles Simon Robert
 Abacus Management Limited - Represented by
 Meade Malaw

Place and date Road Town Tortola BVI
Aug. 23 06

Abacus Managers Limited - Represented by

INSTRUCTIONS

In case of a **Swiss company**, the form 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 form 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.

SETTLEMENT AGREEMENT

THIS DEED is made the 28th day of December 2005,

BETWEEN: **LUDOVIC CHARLES SIMON ROBERT** whose address for the purposes of this Agreement is 2 Log. Luca Stroici St., Bucharest 2, Romania ("the Lender")

AND: **BREEZI CARM HOLDINGS INC.**, a Company incorporated under the laws of the British Virgin Islands and having its Registered Office at 333 Waterfront Drive, 2nd Floor Geneva Place, Road Town, Tortola, British Virgin Islands ("the Borrower")

RECITALS:-

- (1) Pursuant to a Share Purchase Agreement dated 21st December, 2005 with regard to the shares in Consulhill Limited ("the Shares"), between the Lender and the Borrower ("the SPA"), the Borrower agreed to purchase the Shares for EURO Seventy Million (70,000,000.00) ("the Purchase Consideration").
- (2) Pursuant to paragraph 4.6 of the SPA, the Borrower is to pay the Lender the Purchase Consideration upon the completion of the SPA.
- (3) The parties entered into a Loan Agreement on December 19th, 2005, whereby the Lender has agreed to grant a loan in the amount of EUR Seventy Million (70,000,000.00) ("the Principal Sum") to the Borrower.
- (4) The parties have agreed to set-off the Purchase Consideration due to the Lender against the Principal Sum due to the Borrower as they are of equal quantum.

NOW THIS DEED WITNESSETH as follows:

INTERPRETATION

1. In this Deed, unless inconsistent with the context, subject matter or circumstances:-

- (1) "the Borrower" includes persons deriving title under the Borrower.
- (2) "the Lender" includes his successors in title and assigns whether immediate or derivative.

- (3) the "Loan Amount" and "the Principal Sum" means the sum of EURO Seventy Million (70,000,000.00).
- (4) An obligation imposed is to be performed, and a right, power or discretion conferred is exercisable, in each case, from time to time.
- (5) An obligation not to do something includes an obligation not to permit or suffer others to do it.
- (6) Notice, consent and approval must be in writing.
- (7) Words of one gender include any other gender and singular words include the plural and vice versa and words importing persons and all references to persons include corporations and firms.
- (8) Any reference in this Deed to any statute includes reference to any statutory modification or re-enactment of it for the time being in force.

SET-OFF

2. The parties agree as follows:

- (1) The Borrower is to pay the Lender the Purchase Consideration (70,000,000.00) pursuant to paragraph 4.6 of the SPA upon the completion as set out in the SPA.
- (2) The Lender is to disburse the Principal Sum (70,000,000.00) pursuant to paragraph 2. of the Loan Agreement.
- (3) In acknowledgement of the equal quantum of funds that each party is to respectively pay to the other simultaneously, the parties hereby agree to set-off these corresponding amounts. For the avoidance of doubt, neither party shall be required to pay the other any sums whatsoever pursuant to this agreement to set-off.

INCORPORATION BY REFERENCE

3. The parties hereby agree that the provisions of both the SPA and the Loan Agreement are hereby incorporated into the terms and conditions of this Agreement and forms a part thereof.

PROPER LAW AND JURISDICTION

4. (1) This Deed will be governed by and must be construed solely according to the Laws of the British Virgin Islands.
- (2) The Borrower submits for all purposes of or in connection with this Deed to the jurisdiction of the Courts of the British Virgin Islands.

ENTIRE AGREEMENT AND MODIFICATIONS

5. (1) This Deed supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Deed) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- (2) This Deed may not be amended except by a written agreement executed by the parties to this Deed.

ASSIGNMENT

6. (1) No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

COUNTERPARTS

7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SEVERANCE

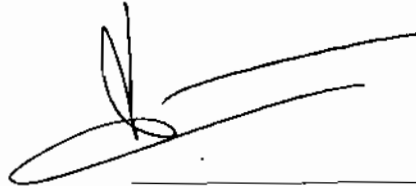
8. If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Deed will not be impaired.

HEADINGS

9. The descriptive headings of the clauses and sub-clauses of this Deed have no bearing whatever on the interpretation of any provision of this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals upon this Deed the day and year first above written

EXECUTED as a Deed and)
Delivered for and on behalf of)
Ludovic Charles Simon ROBERT)
in the presence of:)



Ludovic Charles Simon ROBERT

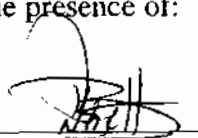
Witness

EXECUTED as a Deed and)
Delivered for and on behalf of)
BREEZI CARM HOLDINGS INC.)
in the presence of:)

BREEZI CARM HOLDINGS INC.



Director



Witness

LOAN AGREEMENT

THIS DEED is made the 19th day of December, 2005,

BETWEEN: LUDOVIC CHARLES SIMON ROBERT whose address for the purposes of this Agreement is 2 Log. Luca Stroici St., Bucharest 2, Romania (“the Lender”).

AND: BREEZI CARM HOLDINGS INC., a Company incorporated under the laws of the British Virgin Islands and having its Registered Office at 333 Waterfront Drive, 2nd Floor Geneva Place, Road Town, Tortola, British Virgin Islands (“the Borrower”)

RECITALS:-

- (1) The Lender has agreed to grant a loan in the amount of EURO Seventy Million (70,000,000.00) to the Borrower to facilitate it fulfilling of its financial obligations.

NOW THIS DEED WITNESSETH as follows:

INTERPRETATION

1. In this Deed, unless inconsistent with the context, subject matter or circumstances:-

- (1) “the Borrower” includes persons deriving title under the Borrower.
- (2) “the Lender” includes his successors in title and assigns whether immediate or derivative.
- (3) “Lien” means, with respect to any property, any mortgage, lien, pledge, charge, lease, easement, servitude, right of others, security interest or encumbrance of any kind over or in respect of property. For the purposes of this definition, any person will be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a seller or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to that property.
- (4) “the Principal Sum” means the sum of EURO Seventy Million (70,000,000.00).
- (5) An obligation imposed is to be performed, and a right, power or discretion conferred is exercisable, in each case, from time to time.

- (6) An obligation not to do something includes an obligation not to permit or suffer others to do it.
- (7) Notice, consent and approval must be in writing.
- (8) Words of one gender include any other gender and singular words include the plural and vice versa and words importing persons and all references to persons include corporations and firms.
- (9) Any reference in this Deed to any statute includes reference to any statutory modification or re-enactment of it for the time being in force.

PAYMENTS

2. In consideration of the obligations, warranties, terms and conditions of this Deed:
 - (1) The Lender agrees to loan the Borrower EURO Seventy Million (70,000,000.00) with no interest accruing. The Lender will disburse the Principal Sum to the Borrower not later than June 30th, 2006; and
 - (2) The Borrower agrees to repay the Lender the Principal Sum by paying the Lender the Principal Sum within five (5) years as of the date of this Deed.

EVENTS OF DEFAULT

3. Despite any other provisions of this Deed, the Principal Sum and all other money payable under it will become immediately payable on the happening of any of the following events:-
 - (1) if a judgment against the Borrower for any sum exceeding Ten Thousand Euros (10,000.00) or an order involving the payment by the Borrower of Ten Thousand Euros (10,000.00) or more without the necessity of judgement is obtained in any Court, remains unsatisfied for seven (7) days unless in the event of a judgment or order involving payment which exceeds Ten Thousand Euros (10,000.00) which the Borrower disputes by appeal promptly brought and diligently pursued it posts a bond satisfactory to the Lender for full satisfaction of it; or
 - (2) if a distress or execution is levied or enforced on or against any of its assets and is not satisfied within five (5) days of the levy or enforcement of the distress or execution; or
 - (3) if an order is made or an effective agreement is made or resolution is passed for winding up the Borrower except for the purpose of a reconstruction or amalgamation the terms of which have been previously approved by the Lender; or
 - (4) if an incumbrancer takes possession or a Receiver is appointed of any part of the Borrower's assets; or

- (5) if the Borrower ceases to carry on its business or substantially the whole of its business;
or
- (6) if the Borrower is unable to pay its debts within the meaning of Section 116 of the Companies Act of the British Virgin Islands; or
- (7) if at any time the Lender in good faith determines that a material adverse change in the Borrower's financial condition has occurred or that the Borrower is unlikely to be able to meet any of its obligations under this Deed.

FURTHER ASSURANCES

4. The Borrower irrevocably appoints the Lender and every Attorney and every assign of the Lender to be the Borrower's attorney in the name and on behalf of the Borrower to execute and give any assurances and other things which the Borrower ought to execute and do under this Deed and generally to use the Borrower's name in the exercise of all or any of the powers conferred on the Lender.

BORROWER'S GOOD STANDING

5. The Borrower represents and warrants to the Lender that:
 - (1) it is a duly organised corporation existing in good standing under the Laws of the British Virgin Islands;
 - (2) it is duly qualified to do business wherever necessary to carry on its present operations and will continue so while this Deed subsists;
 - (3) the execution, delivery and performance by the Borrower of this Deed have been duly authorised by all necessary corporate action on the Borrower's part;
 - (4) this Deed when executed will be properly executed and delivered by the Borrower and will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by:
 - (a) applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and
 - (b) the application of general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity);
 - (5) the execution, delivery and performance by the Borrower of this Deed and the consummation of the transactions contemplated by it do not and will not:
 - (a) require any consent or approval of any person that has not been obtained, and each such consent and approval that has been obtained is in full force and effect,

- (b) violate any provision of any Law, Regulation or Governmental approval, applicable to the Borrower,
 - (c) conflict with, result in a breach of or constitute a default under the Borrower's Memorandum of Association or Articles of Association or any material indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it is bound, or
 - (d) result in, or create any Lien on or with respect to any of the properties now owned or subsequently acquired by the Borrower.
- (6) there is no action, suit or proceeding, at law or in equity or by or before any court, arbitration tribunal or other body now pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or any of its property, which could reasonably be expected to materially adversely affect the Borrower or its financial condition and operations;
- (7) neither the Borrower nor any of its assets has any immunity from jurisdiction of any court or from any legal process (whether through service, notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the British Virgin Islands.

GENERAL

6. The Borrower may prepay the whole or any part of the Principal Sum on any due date for payment.
7. (1) No neglect, omission or forbearance on the Lender's part to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any covenant or condition in this Deed contained or implied will be deemed to be or operate as a general waiver of that covenant or condition or the right to enforce or take advantage of it in respect of any breach or non-observance of it either original or recurring.
- (2) Any of the Lender's rights or powers may be exercised in its unfettered discretion and the Lender will not be obliged to give any reasons for doing so.
8. A certificate from the Lender indicating the amount of the Principal Sum outstanding to the Lender on it and detailing the calculation of those amounts will be conclusive and binding for all purposes, absent manifest error.
9. Any demand or notice may be properly and effectively made given and served to and on the other party at any time by a letter sent to it either by delivery or by registered post addressed to it at its address mentioned above and may be signed by any officer, director, secretary, attorney, agent or lawyer on the delivering party's behalf and every demand or notice if delivered will be deemed to be served on the date of delivery.

PROPER LAW AND JURISDICTION

10. (1) This Deed will be governed by and must be construed solely according to the Laws of the British Virgin Islands.
- (2) The Borrower submits for all purposes of or in connection with this Deed to the jurisdiction of the Courts of the British Virgin Islands.

ENTIRE AGREEMENT AND MODIFICATIONS

11. (1) This Deed supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Deed) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- (2) This Deed may not be amended except by a written agreement executed by the parties to this Deed.

ASSIGNMENT

12. (1) No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

COUNTERPARTS

13. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SEVERANCE

14. If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Deed will not be impaired.

HEADINGS

15. The descriptive headings of the clauses and sub-clauses of this Deed have no bearing whatever on the interpretation of any provision of this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals upon this Deed the day and year first above written.

EXECUTED as a Deed and)
Delivered for and on behalf of)
Ludovic Charles Simon ROBERT)
in the presence of:)

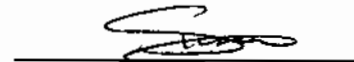


Ludovic Charles Simon ROBERT

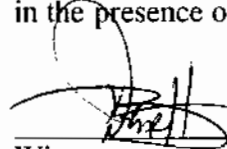
Witness

EXECUTED as a Deed and)
Delivered for and on behalf of)
BREEZI CARM HOLDINGS INC.)
in the presence of:)

BREEZI CARM HOLDINGS INC.)



Director



Witness

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Ludovic Charles Simon ROBERT, whose address for the purposes of this Agreement is 37 Log. Luca Stroici St., Bucharest 2, Romania, (hereinafter referred to as "the Vendor")

AND

Breezi Carm Holdings Inc., a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 683317 whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Consulthill Limited ("the Shares"), such shares being the entire issued share capital of Consulthill Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Consulthill Limited

'Shares' the one hundred (100) issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EUR 70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount(s) set out in Schedule 1 hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement from each of them executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever;
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;

- 4.3.2 the statutory books of the Company, complete and up-to-date;
- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 Board Meetings of the Company shall be held at which (or written resolutions executed by which):
- 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
- 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
- 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.
- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

Abacus Managers Limited and / or Abacus Management Limited

2nd Floor Geneva Place

333 Waterfront Drive

P.O. Box 3339

Road Town, Tortola

British Virgin Islands

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:

Ludovic Charles Simon ROBERT

c/o A&D Pharma Holdings

2 Marasesti Blvd., Bucharest 4

Romania

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may be also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability

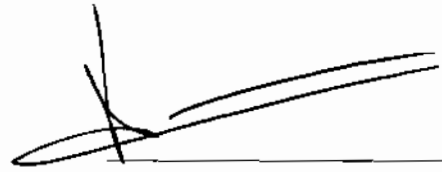
- 13.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14 Counterparts

- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

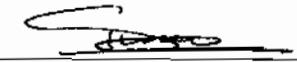
SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)




Ludovic Charles Simon ROBERT

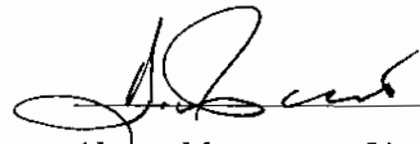
.....
Witness

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)



Abacus Managers Limited
DIRECTOR


.....
Witness



Abacus Management Limited
DIRECTOR

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Ludovic Charles Simon ROBERT 37 Log. Luca Stroici St., Bucharest 2, Romania	100 common shares	EURO 70,000,000.00

SCHEDULE 2

Details of the Company

Part 1: The Company

Company Number: 509269

Date of Incorporation: August 15, 2002

Share Capital:

Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each

Issued: 100 common shares

Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Tortola, British Virgin Islands

Directors: Amaco Management (B.V.I.) Limited

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Ludovic Charles Simon ROBERT, whose address for the purposes of this Agreement is 37 Log. Luca Stroici St., Bucharest 2, Romania, (hereinafter referred to as "the Vendor")

AND

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- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Consulthill Limited ("the Shares"), such shares being the entire issued share capital of Consulthill Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

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 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement from each of them executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever;
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;

- 4.3.2 the statutory books of the Company, complete and up-to-date;
- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
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 - 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
 - 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

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2nd Floor Geneva Place

333 Waterfront Drive

P.O. Box 3339

Road Town, Tortola

British Virgin Islands

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c/o A&D Pharma Holdings

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Romania

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6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability

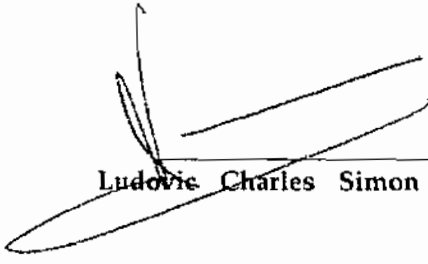
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14 Counterparts

- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)



Ludovic Charles Simon ROBERT

.....
Witness

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)

Abacus Managers Limited
DIRECTOR

Abacus Management Limited
DIRECTOR

.....
Witness

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Ludovic Charles Simon ROBERT 37 Log. Luca Stroici St., Bucharest 2, Romania	100 common shares	EURO 70,000,000.00

SCHEDULE 2

Details of the Company

Part 1: The Company

Company Number:	509269
Date of Incorporation:	August 15, 2002
Share Capital:	
Authorised:	US\$50,000.00 divided into 50,000 shares of US\$1.00 each
Issued:	100 common shares
Registered Office:	Trident Chambers, Wickhams Cay, P.O. Box 146, Road Tortola, British Virgin Islands
Directors:	Amaco Management (B.V.I.) Limited

BREEZI CARM HOLDINGS INC.
(the "Company")


An International Business Company
incorporated in the British Virgin Islands

Appointment of First Directors

The undersigned, ABACUS TRUST AND MANAGEMENT SERVICES LIMITED, being the subscriber to the Memorandum and Articles of Association of the Company and having the power to appoint first directors of the Company, hereby appoints the following as the first directors of the Company:

Abacus Management Limited
Abacus Managers Limited

Dated the 2nd day of December 2005


Abacus Trust and Management Services Limited
Subscriber

ALLOTMENT OF SHARES

NOTED that an application for shares accompanied by the requisite subscription money had been received for the allotment of the shares set out below for a total consideration of US\$100.00.

RESOLVED that the said application be accepted and the said shares be allotted as follows:

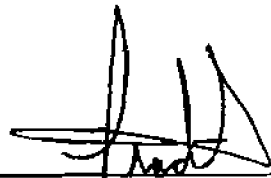
Michel Charles Eid	-	100 shares
--------------------	---	------------

SHARE CERTIFICATE

RESOLVED that the director of the Company issue under the Seal of the Company 1 certificate, numbered 1, evidencing the issue of 100 shares as detailed above.

FURTHER RESOLVED that a copy of the Register of Members, detailing the issue, be sent to the Registered Agent of the Company and that the Register of Members be maintained at the Registered Office in the British Virgin Islands.

Dated 15th day of August 2002.



Abacus Management Limited
Director

CONSENT ACTION OF THE SOLE DIRECTOR**OF****DREAM CATCHER HOLDINGS LTD.**

THE UNDERSIGNED, being the sole member of the Board of Directors of DREAM CATCHER HOLDINGS LTD. (the "Company"), a Company organized as an International Business Company under the laws of the British Virgin Islands, hereby consents to the adoption of the following resolution taken without a meeting, this instrument to have the same force and effect as if the actions herein referred to had been taken at a timely called and duly held meeting of the Board of Directors of the Company and directs that this written consent to such actions be filed with the minutes of the proceeding of the Board of Directors of the Company;

IT IS HEREBY RESOLVED:

- that, pursuant to section 16(1) of the International Business Companies Act, 1984,

1. section 2 of the Memorandum of Association be changed to read as follows:

REGISTERED OFFICE

The Registered Office of the Company will be the offices of Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or such other place within the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

2. section 3 of the Memorandum of Association be changed to read as follows:

REGISTERED AGENT

The Registered Agent of the Company will be Trident Trust Company (B.V.I.) Limited, or such other qualified person in the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

This Consent shall be dated July 31, 2003



Laurel Invest Inc.
Sole Director

FILED

AUG 28 2003

Dream Catcher Holdings Ltd.

REGISTRY OF CORPORATIONS
AND FINANCIAL SERVICES
TERRACE WAY
ST. JOHN'S, VIRGIN ISLANDS

INCORPORATED UNDER THE BRITISH VIRGIN ISLANDS INTERNATIONAL BUSINESS COMPANIES ACT (CAP. 291) AS AMENDED ON THE 15TH DAY OF AUGUST, 2002.

IN ACCORDANCE WITH SECTION 16 OF THE INTERNATIONAL BUSINESS COMPANIES ACT, NOTICE IS HEREBY GIVEN THAT THE FOLLOWING RESOLUTION WAS DULY PASSED BY THE SOLE DIRECTOR OF THE COMPANY DATED 31ST DAY OF JULY, 2003.

IT IS HEREBY RESOLVED

that, pursuant to section 16(1) of the International Business Companies Act:

2) section 2 of the Memorandum of Association be changed to read as follows:

2. REGISTERED OFFICE

The Registered Office of the Company will be the offices of Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or such other place within the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

3) section 3 of the Memorandum of Association be changed to read as follows:

3. REGISTERED AGENT

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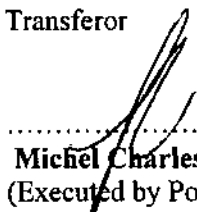
SHARE TRANSFER

I, **Michel Charles Eid** of 2, Marasesti Str., Bucharest 4, Romania in consideration of the sum of EURO €70,000,000.00 paid or to be paid to me by **Future Sun Holdings Inc.** of Geneva Place, 2nd Floor, 333 Waterfront Drive, P.O. Box 3339 Road Town, Tortola, British Virgin Islands

DO HEREBY TRANSFER TO Future Sun Holdings Inc. one hundred (100) common shares in Dream Catcher Holdings Limited ("the Company") standing in my name in the books of the Company **TO HOLD** unto the said **Future Sun Holdings Inc.** its successors and assigns subject to the several conditions on which I held the same on the execution hereof **AND** the said **Future Sun Holdings Inc.** do hereby agree to take the said shares subject to the same conditions.

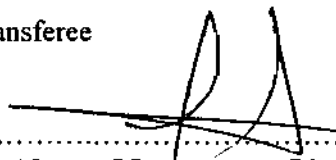
AS WITNESS our hands the 21st day of December, 2005

Transferor



.....
Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and on
behalf of the said Michel Charles Eid)

Transferee



.....
Abacus Management Limited

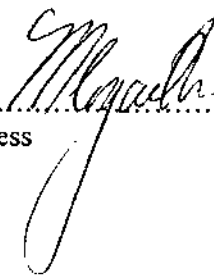


.....
Abacus Managers Limited

Witness



Witness



SHARE TRANSFER

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AS WITNESS our hands the 21st day of December, 2005

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Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and on
behalf of the said Michel Charles Eid)

.....
Witness

Transferee


.....
Abacus Management Limited


.....
Abacus Managers Limited


.....
Witness

'Shares' the one hundred issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to it and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EURO €70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount set out in Schedule 1 hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever.
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;
 - 4.3.2 the statutory books of the Company, complete and up-to-date;

- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 A Board Meeting of the Company shall be held at which (or written resolutions executed by which):
- 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
- 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
- 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.

- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

**Abacus Nominees Limited and/or Abacus Managers Limited
and/or Abacus Management Limited
2nd Floor Geneva Place
333 Waterfront Drive
P.O. Box 3339
Road Town, Tortola
British Virgin Islands**

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:

**Michel Charles Eid
c/o A&D Pharma Holdings
2, Marasesti Str.,
Bucharest 4,
Romania**

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may be also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

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14 Counterparts

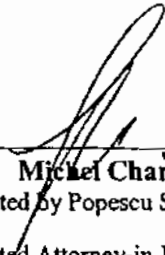
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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)

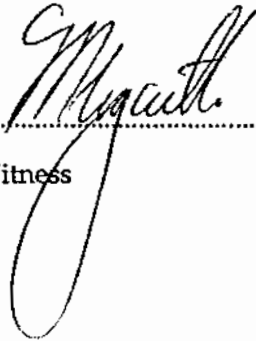


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Witness

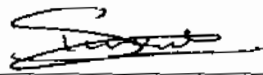



Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and
on behalf of the said Michel Charles Eid

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)



.....
Witness



Abacus Managers Limited
DIRECTOR


Abacus Management Limited
DIRECTOR

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Michel Charles Eid 2, Marasesti Str., Bucharest 4, Romania	100 common shares	EURO €70,000,000.00.

SCHEDULE 2

Details of the Company

Company Number: 509265
Date of Incorporation: August 15th, 2002
Share Capital:
Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each
Issued: 100 shares
Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Town, Tortola, British Virgin Islands
Director: Amaco Management (B.V.I.) Limited

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Michel Charles Eid, whose address for the purposes of this Agreement is 2, Marasesti Str., Bucharest 4, Romania (hereinafter referred to as "the Vendor")

AND

Future Sun Holdings Inc. a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 657672), whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Dream Catcher Holdings Limited ("the Shares"), the Shares being the entire issued share capital of Dream Catcher Holdings Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

- 1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Dream Catcher Holdings Limited

'Shares' the one hundred issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
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by VENDOR in the presence of)

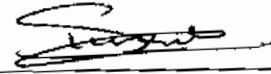



.....
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Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and
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was hereunto affixed in the presence of)


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Abacus Managers Limited
DIRECTOR


Abacus Management Limited
DIRECTOR

SCHEDULE 1

Vendor's Holdings and Consideration

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Date of Incorporation: August 15th, 2002
Share Capital:
Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each
Issued: 100 shares
Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Town, Tortola, British Virgin Islands
Director: Amaco Management (B.V.I.) Limited

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Michel Charles Eid, whose address for the purposes of this Agreement is 2, Marasesti Str., Bucharest 4, Romania (hereinafter referred to as "the Vendor")

AND

Future Sun Holdings Inc. a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 657672), whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Dream Catcher Holdings Limited ("the Shares"), the Shares being the entire issued share capital of Dream Catcher Holdings Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

- 1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Dream Catcher Holdings Limited

IBC # 509265

FILED

FEB 28 2006

Dream Catcher Holdings Ltd.
(the Company)

REGISTRY OF CORPORATE AFFAIRS
BVI FINANCIAL SERVICES COMMISSION

INCORPORATED UNDER THE BRITISH VIRGIN ISLANDS INTERNATIONAL
BUSINESS COMPANIES ORDINANCE (No. 8 OF 1984).

THE FOLLOWING IS AN EXTRACT OF A RESOLUTION PASSED BY THE
DIRECTOR OF THE COMPANY ON JANUARY 27, 2006.

AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED, that the existing clauses 2 and 3 under the respective captioned headings of the Company's Memorandum of Association be deleted in their entirety and be replaced with the new clauses 2 and 3 as follows:

REGISTERED OFFICE

2. The Registered Office of the Company will be at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

REGISTERED AGENT

3. The Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

DREAM CATCHER HOLDINGS LIMITED
("The Company")

**WRITTEN RESOLUTIONS OF THE DIRECTORS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

SALE OF ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY

NOTED that the shareholder(s) have decided and resolved to sell and transfer all of the issued share capital in the Company (being one hundred (100) common shares) by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") to Future Sun Holdings Inc. (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

After review, **IT WAS RESOLVED** that the Directors are hereby authorised to do all things necessary, pursuant to the SPA and otherwise, to give effect to the sale and transfer of the issued share capital of the Company to Future Sun Holdings Inc.

Dated 24 February, 2006



Amaco Management (B.V.I.) Limited *mar*

By: Monique Schmidt-Arts
Title: Proxyholder

502

12 ps. file

LIST OF AUTHORIZED SIGNATORIES

AMACO MANAGEMENT (BVI) LTD.
P.O. BOX 438
Tropic Isle Building
Wickham Cay, Road Town
Tortola, British Virgin Islands

DIRECTORS

Mr Craig W. MURPHY



Ms Nathalie M.H. PETERS



Mr Robert van 't HOEFT



PROXYHOLDER

Mrs Lydia B. DE MEDEIROS



SIGNING AUTHORITY

One director and or one proxy holder is (are) authorized to sign in any and all matters.

This list of authorized signatories remains in force unless revoked, amended or withdrawn by Amaco Management (BVI) Ltd.

Ref: DREAM CATCHER HOLDINGS LTD.
Certified Copy of the Member's Resolutions

A P O S T I L L E

(Convention de la Haye de 5 Octobre 1961)

1. Country : British Virgin Islands
2. This public document has been signed by : Debbie H. C. Wilmot
3. Acting in the capacity of : Notary Public
4. Bears the Seal / Stamp of : Debbie H. C. Wilmot

C E R T I F I E D

5. At : Road Town, Tortola
6. On : May 9, 2006
7. By : Deputy Registrar, High Court
8. No. : H-038166-06
9. Seal/Stamp :

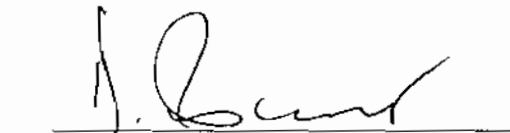


10. Signature :

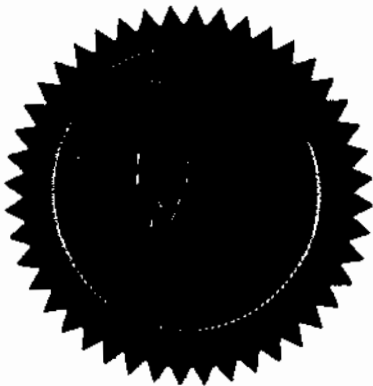
Pauline

I, Debbie H.C. Wilmot, Notary Public duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached certified true copy of the Members Resolutions for **Dream Catcher Holdings Ltd.** is that of Sophia A.M. Durante, an authorised signatory of Abacus Trust and Management Services Limited, the Registered Agent of **Dream Catcher Holdings Ltd.**

Dated: May 5, 2006



Debbie H.C. Wilmot
Notary Public
British Virgin Islands



TERRITORY OF THE BRITISH VIRGIN ISLANDS

DREAM CATCHER HOLDINGS LTD.
(the "Company")

CERTIFICATE OF INCUMBENCY

We, **ABACUS TRUST AND MANAGEMENT SERVICES LIMITED**, as Registered Agent of the Company, **DO HEREBY CERTIFY** that to the best of our knowledge and belief as at the date hereof the following are the duly elected/appointed Directors of the Company:

<u>Name</u>	<u>Position</u>
Amaco Management (BVI) Ltd	Director

IT IS FURTHER CERTIFIED that according to our records the resolutions electing/appointing the above named Directors remain in full force and effect and have not been altered or rescinded in any way.

Dated at Road Town, Tortola, British Virgin Islands this 5th day of May, 2006.

Abacus Trust and Management Services Limited
As Registered Agent

Per:.....

Sophia Durante
Authorised Signatory

CERTIFIED A TRUE COPY


ABACUS TRUST AND MANAGEMENT SERVICES LIMITED
Date: 5/05/06

Ref: **DREAM CATCHER HOLDINGS LTD.**
Certified true copy of the Certificate of Incumbency

A P O S T I L L E

(Convention de la Haye de 5 Octobre 1961)

1. Country : British Virgin Islands
2. This public document has been signed by : Debbie H. C. Wilmot
3. Acting in the capacity of : Notary Public
4. Bears the Seal / Stamp of : Debbie H. C. Wilmot

C E R T I F I E D

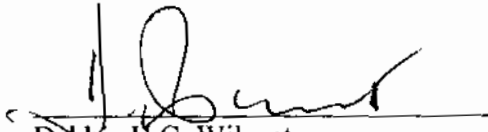
5. At : Road Town, Tortola
6. On : May 9, 2006
7. By : Deputy Registrar, High Court
8. No. : H-03874-06
9. Seal/Stamp



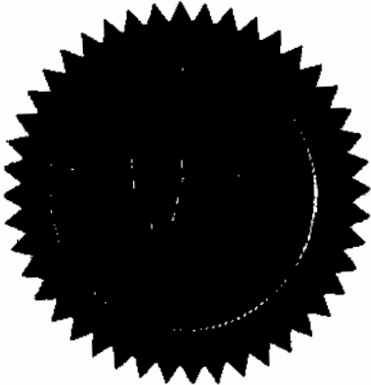
10. Signature : *Debbie H. C. Wilmot*

I, Debbie H.C. Wilmot, Notary Public duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached certified true copy of the Certificate of Incumbency for **Dream Catcher Holdings Ltd** is that of Sophia A.M. Durante, an authorised signatory of Abacus Trust and Management Services Limited, the Registered Agent of **Dream Catcher Holdings Ltd**.

Dated: May 5, 2006



Debbie H.C. Wilmot
Notary Public
British Virgin Islands



Ref: DREAM CATCHER HOLDINGS LTD.
Certified Copy of the Member's Resolutions

A P O S T I L L E

(Convention de la Haye de 5 Octobre 1961)

1. Country : British Virgin Islands
2. This public document has been signed by : Debbie H. C. Wilmot
3. Acting in the capacity of : Notary Public
4. Bears the Seal / Stamp of : Debbie H. C. Wilmot

C E R T I F I E D


5. At : Road Town, Tortola
6. On : May 9, 2006
7. By : Deputy Registrar, High Court
8. No. : H-03866-06
9. Seal/Stamp :

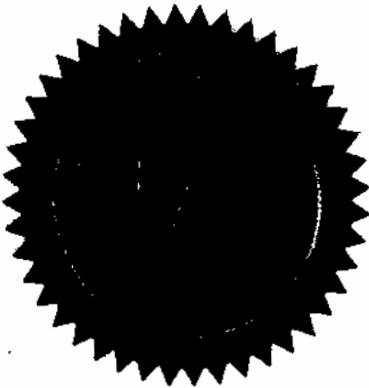


10. Signature : *Paula...*

I, Debbie H.C. Wilmot, Notary Public duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached certified true copy of the Members Resolutions for **Dream Catcher Holdings Ltd.** is that of Sophia A.M. Durante, an authorised signatory of Abacus Trust and Management Services Limited, the Registered Agent of **Dream Catcher Holdings Ltd.**

Dated: May 5, 2006


Debbie H.C. Wilmot
Notary Public
British Virgin Islands



CERTIFICATE OF INCUMBENCY

of

Dream Catcher Holdings Ltd.

We, **MOSSACK FONSECA & CO. (B.V.I.) LTD.** in our capacity as Registered Agent of **Dream Catcher Holdings Ltd.**, a British Virgin Islands Business Company (the "Company"), do hereby certify the following:

- 1 The name of the Company is **Dream Catcher Holdings Ltd.**
- 2 The above Company was first incorporated under the provisions of the International Business Companies Act (CAP 291) on the 15th day of **August, 2002**, as Company No. **509265** of the Register of International Business Companies. The Company has been Re-Registered under the provisions of the Business Companies Act, 2004 on the 1st day of January, 2007.
- 3 The Registered Agent of the Company is **Mossack Fonseca & Co (B.V.I.) Ltd.**, P.O. Box 3136, Road Town, Tortola, British Virgin Islands.
- 4 The Registered Office of the Company is **Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands.**
- 5 The authorized capital of the Company is **US\$50,000.00** divided into 50,000 shares with a par value of **US\$1.00** each.
- 6 In so far as is evidenced by the documents filed at the Registered Office, the Company is in existence and in good standing.
- 7 According to the documents filed on the Company's file as at **9th January, 2008**, there are no actions, pending or threatened, against the Company and no action has been taken to wind-up the Company or to appoint a receiver or manager.
- 8 According to our records the Company has not created any charges over its assets
- 9 According to the records available at the Registered Office of the Company, the Director of the Company is

Director:
Pan-Invest Management Ltd

Date of Appointment:
31st October, 2007

- 10 According to the records available at the Registered Office of the Company, the Secretary of the Company is

Name:
Trustone Services Ltd

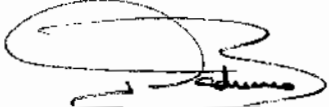
Date of Appointment
31st October, 2007

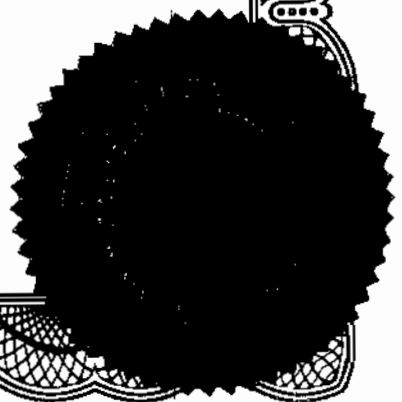
- 11 According to the records available at the Registered Office of the Company, the Shareholder of the Company is:

Member
Future Sun Holdings Inc.

No. Of Shares
One Hundred (100) shares

Dated this 9th day of January, 2008.


J. Nizbeth Maduro -Assistant Secretary
For and on behalf of
Mossack Fonseca & Co. (BVI) Ltd.
Registered Agent



VIA COURIER

Our Ref: RF/tmd

*Fedex 7918 3185
0137*

14th January, 2008

Mr. Antonis Avraam
Pan-Invest Management Ltd.
6 Demostheni Severi Avenue
Presidium Building
1080 Nicosia
Cyprus

Dear Mr. Avraam:

Re: **Brenton Resources Limited**
Suntoucher Ltd.
Consulthill Ltd.
Dream Catcher Holdings Ltd.
SMOOTH WINDS LTD.
FUTURE SUN HOLDINGS INC.
BREEZI CARM HOLDINGS INC.
WYNDING INVESTMENTS INC.

We are pleased to enclose the Original Certificate of Incumbency for each of the subject Companies.

Our invoice will be issued under separate cover.

Please feel free to contact us if you require any further assistance.

Yours sincerely,
MOSSACK FONSECA & CO. (B.V.I.) LTD.

RF/tmd

Encls

MOSSACK FONSECA & CO. (BVI) LTD.
Akara Bldg,
24 De Castro Street
Wickhams Cay 1
P. O. Box 3136
Road Town, Tortola
British Virgin Islands
T (284) 494-4840 / 494-4976
F (284) 494-4841 / 494-5884
E general@mossfon-BVI.com

MF BAHAMAS
T (242) 322-7601
F (242) 322-5807
E bahamas@mossfon.com

MF PANAMA
T (507) 263-8899 / 264-2322
F (507) 263-9218 / 263-7914
(507) 263-7327 Corporations
E MF@mossfon.com

MF SAMOA
T (685) 32684 / (685) 32685
F (685) 32683
E samoa@mossfon.com

MF SEYCHELLES
T (248) 324866
F (248) 324867
E seychelles@mossfon.com

GLOBAL OFFICES

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CYPRUS
CZECH REPUBLIC
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ISLE OF MAN
JERSEY
LIECHTENSTEIN
LONDON
LUGANO
LUXEMBOURG
ZUG
ZURICH

LATIN AMERICA
BRAZIL
BOQUETE - PANAMA
GUATEMALA
PERU
URUGUAY
VENEZUELA

ASIA
HONG KONG
DA LIAN
HANGZHOU
NINGBO
QINGDAO
SHANGHAI
SHENZHEN
SINGAPORE
THAILAND
UNITED ARAB EMIRATES

CORRESPONDENTS
VANCOUVER

Officer: TRECIA VANTERPOOL general@mossfon-bvi.com
Substitute: MEHILIN SANCHEZ general@mossfon-bvi.com
Substitute: CORPORATIONS SPECIAL USER corporations@mossfon.com
Jurisdiction: BVI
Client: 22959 PAN-INVEST B.V. **Reference:** Mr. ANTONIS AVRAAM
Type of case: CHANGE OF REGISTERED AGENT TO US

Case Number: 1501851**File Number:** 591316**Quotation#::****Company/Case Name:** DREAM CATCHER HOLDINGS LTD**Invoice#::****Date Assigned:** 22-11-2007**Case Status:** OPEN**Estimated Day:** 30**Days Elapsed:** 34**Comments:**

E 09-01-2008 10:21:45 AM
E 08-01-2008 05:00:55 PM TRECIA VANTERPOOL - DRAFT of the Certificate for approval.
I 08-01-2008 09:40:53 AM SYSTEM - The company file has been created by Trecia Vanterpool
I 08-01-2008 09:22:37 AM TRECIA VANTERPOOL - payment history.
I 07-01-2008 10:13:01 PM MEHILIN SANCHEZ - Dear Trecia, as corporate documents were received, please prepare the draft Certificate of Incumbency for the client. Thanks and Regards, Mehilin
E 04-01-2008 03:01:38 PM TRECIA VANTERPOOL - Memorandum and Articles.
E 04-01-2008 02:58:56 PM TRECIA VANTERPOOL - CI, Share cert, appt. of 1st directors.
E 04-01-2008 02:56:01 PM TRECIA VANTERPOOL - Registers of Dirs., shares, Resolutions, filed extracts, notarised documents.
E 28-12-2007 08:34:54 AM TRECIA VANTERPOOL - In the interim, we will prepare a draft for you.
E 28-12-2007 08:33:23 AM TRECIA VANTERPOOL - although we have evidence that we are the Registered Agent and provision of the officers i.e. directors, secretary and shares...we have yet to receive the corporate documents from Abacus Trust. Until receipt, we are unable to provide an Incumbency for the company as yet.
We telephoned Abacus minutes ago, and were informed that the corporate documents are being prepared and should be delivered to us today.
E 27-12-2007 12:28:26 PM
E 21-12-2007 03:34:15 PM TRECIA VANTERPOOL - Our office will be closed for the Christmas Holiday on 24th through 26th December, 2007. We will resume regular working hours on Thursday, 27th December at 8:00 a.m. and will close again on Tuesday, 1st January, 2008. We resume our regular working schedule on

Comments:

Wednesday, 2nd January, 2008 at 8:00 a.m.

HAPPY HOLIDAYS...

- E 19-12-2007 11:48:22 AM** TRECIA VANTERPOOL - NOTICE confirming the change to our firm.
- I 10-12-2007 11:51:31 AM** TRECIA VANTERPOOL - Follow-up from the current agent. They await their clients authorisation.
- I 10-12-2007 11:47:00 AM** TRECIA VANTERPOOL - Message from the client which includes information for the Incumbency upon completion of transfer.
- E 07-12-2007 03:36:02 PM** TRECIA VANTERPOOL - Follow-up to the Agent for the company.
- E 03-12-2007 10:05:21 AM** TRECIA VANTERPOOL - E-mail update to the client.
- I 03-12-2007 09:45:39 AM** MEHILIN SANCHEZ - Dear Trecia, as per client instructions in case No.1496077, once this company is transferred to Mossack they will urgently require certificate of incumbency to be issued for same showing the new details. Regards, Mehilin
- E 28-11-2007 05:32:48 PM** TRECIA VANTERPOOL - Message requesting the release of the companies to our firm.
- E 28-11-2007 04:58:30 PM** TRECIA VANTERPOOL - Company with Abacus Trust, however, thus far it appears as if the 2007 license fee is not yet paid. If not paid to the current agent by Nov.30.2007, company could be incurring a 10% penalty.
- E 28-11-2007 04:56:53 PM** TRECIA VANTERPOOL - Search report.
- E 23-11-2007 11:21:06 AM** TRECIA VANTERPOOL - Conducting a Search to determine the status of the company.
- I 23-11-2007 05:25:13 AM** DESMOND PROFITT - Attached email from Antonis Avraam
- I 22-11-2007 09:29:54 AM** LATREECE WILSON - SPECIAL INSTRUCTIONS - KINDLY REFER TO CLIENTS COMMENTS FOUND IN CASE NO. 1496077 21-11-2007 11:35:41 AM (PMA TIME)
- I 22-11-2007 09:23:28 AM** LATREECE WILSON - SPECIAL INSTRUCTIONS -
- E 22-11-2007 09:23:22 AM** LATREECE WILSON - THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL(BVI) BY LATREECE WILSON(BVI)

THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL BY LATREECE WILSON

I - INTERNAL COMMENTS.

E - EXTERNAL COMMENTS, VISIBLE FOR THE CL

December 27, 2007

Mailing Address:
P.O. Box 3339
Road Town, Tortola
British Virgin Islands

HAND DELIVERED

Telephone: 284-494-4388
Facsimile: 284-494-3088
Email: info@mwmabacus.com
Web: www.mwmabacus.com

Mossack Fonseca & Co. (BVI) Ltd.

Akara Building
Wickhams Cay 1
P.O. Box 3136
Road Town, Tortola
British Virgin Islands

Dear Sirs:

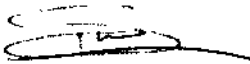
Re: Suntoucher Ltd. – BC No. 509268
Consulthill Ltd. – BC No. 509269
Dream Catcher Holdings Ltd. -BC No. 509265

At the request of our client to transfer the administration of the above captioned companies to yourselves, we are pleased to enclose the following documents:


1. Original Memorandum and Articles of Association;
2. Copy of Certificate of Incorporation;
3. A copy of Appointment of first director;
4. Copies of corporate minutes held on file;
5. Register of directors and
6. Register of Members.

Kindly acknowledge receipt of documents in due course.

Yours sincerely,



Sophia A.M. Durante
Corporate Manager



Amenté Mactavious
Senior Corporate Administrator

Encs.

RECEIVED

JAN 02 2008

Mossack Fonseca & Co.
B.V.I. Ltd.

Trecia Durrant

From: *Mossack Fonseca & Co. BVI Ltd
Sent: Wednesday, November 28, 2007 6:24 PM
To: 'mwmabacus@surfbvi.com'
Cc: 'mwalker@mwmabacus.com'
Subject: 4 TRANSFERS TO MOSSACK

Dear Sirs;

We have been instructed by our Client to contact your office regarding the change of Registered Office/Agent of the above mentioned Companies to our firm.

Attached is a copy of the Resolution of the Directors for these Companies authorizing the transfer.

Assuming that there are no outstanding invoices for past services and that you are not aware of any reason why we should not act as Registered Office/Agent of the Company, could you please file this transfer at VIRRGIN so we can proceed with the endorsement from our end.

Also, please be so kind to send us the corporate documents for this Company, to wit:

- 1) The Company's Memorandum and Articles of Association and any amendments thereto;
- 2) A copy of the Certificate of Incorporation;
- 3) Resolutions of the Company;
- 4) An impression of the corporate seal;
- 5) Register of Members;
- 6) Register of Directors; and,
- 7) Any other documents, books or records which may be kept at the Registered Office.

We now look forward to receipt of your response in this regard.

Yours sincerely
MOSSACK FONSECA & CO. (BVI) LTD.

Trecia Vanterpooel-Durrant

RF/tmvd

Company Search Form

Date:

Company Name	DREAM CATCHER Holdings Ltd										
IBC No	509265	Date of Incorporation	Day 15	Month 08	Year 02						
Registered Agent	Abacus Trust Management Services Ltd										
Registered Office	Box 3339										
Good Standing	Yes	No	If Yes, date of payment If No, struck off on								
Last Licence fee paid:	91	92	93	94	95	96	97	98	99	00	
	01	02	03	04	05	06	07	08	09	10	
Register of Mortgages	Yes	No	If Yes, dates								
Authorized capital	US\$50,000 - divided into 50,000 shares of with a par value of 1.00 ea.										
Type of shares allowed	Bearer <input checked="" type="checkbox"/> Registered <input type="checkbox"/> No Par value										
Transfer of Shares:	Directors or Members	Directors	Members	Directors and Members							
Objects and Powers:											
Amendments to the M&AA	Directors or Members	Directors	Members	Directors and Members							
Winding Up & Dissolution	Yes	No	If Yes, dates								
Directors	Minimum	2 1		Maximum		7					
	Quorum	Sole Director									
Shareholders Meeting:	Yes	No	Proxy rep. for Shareholders					Yes	No		
	Notes										

TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE INTERNATIONAL BUSINESS COMPANIES ACT
(CAP. 291)

CERTIFICATE OF INCORPORATION (SECTIONS 14 AND 15)

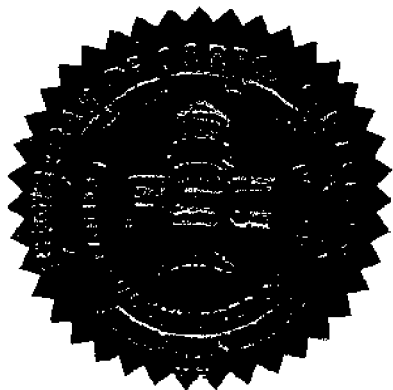
No. 657670

The Registrar of Corporate Affairs of the British Virgin Islands HEREBY CERTIFIES
pursuant to the International Business Companies Act, Cap. 291 that all
the requirements of the Act in respect of incorporation having been satisfied,

SMOOTH WINDS LTD.

is incorporated in the British Virgin Islands as an International Business
Company this 20th day of May, 2005.

Given under my hand and seal at
Road Town, in the Territory of the
British Virgin Islands



CRT1001P


REGISTRAR OF CORPORATE AFFAIRS

Number: 657670



THE BRITISH VIRGIN ISLANDS
The International Business Companies Act

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

SMOOTH WINDS LTD.

Incorporated the 20th day of May, 2005



Abacus Trust and Management Services Limited
Geneva Place, 2nd Floor, 333 Waterfront Drive
Road Town, Tortola, British Virgin Islands



TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE INTERNATIONAL BUSINESS COMPANIES ACT
(Cap. 291)

MEMORANDUM OF ASSOCIATION
OF

SMOOTH WINDS LTD.

NAME

1. The name of the Company is Smooth Winds Ltd.

REGISTERED OFFICE

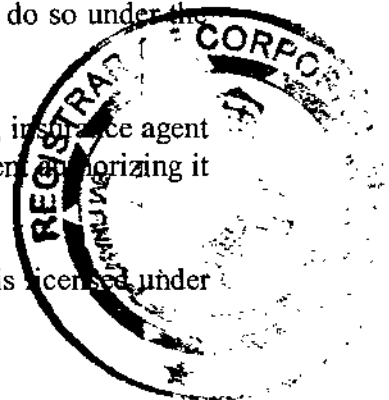
2. The Registered Office of the Company will be at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

REGISTERED AGENT

3. The Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

GENERAL OBJECTS AND POWERS

4. (1) The object of the Company is to engage in any act or activity that is not prohibited under any law for the time being in force in the British Virgin Islands;
- (2) The Company may not
 - (a) carry on business with persons resident in the British Virgin Islands;
 - (b) own an interest in real property situate in the British Virgin Islands, other than a lease referred to in paragraph (e) of subclause (3);
 - (c) carry on banking or trust business, unless it is licensed to do so under the Banks and Trust Companies Act, 1990;
 - (d) carry on business as an insurance or reinsurance company, insurance agent or insurance broker, unless it is licensed under an enactment authorizing it to carry on that business;
 - (e) carry on the business of company management, unless it is licensed under the Company Management Act, 1990; or



- (f) carry on the business of providing the registered office or the registered agent for companies incorporated in the British Virgin Islands.
- (3) For the purposes of paragraph (a) of subclause (2), the Company shall not be treated as carrying on business with persons resident in the British Virgin Islands if
- (a) it makes or maintains deposits with a person carrying on banking business within the British Virgin Islands;
 - (b) it makes or maintains professional contact with solicitors, barristers, accountants, bookkeepers, trust companies, administration companies, investment advisers or other similar persons carrying on business within the British Virgin Islands;
 - (c) it prepares or maintains books and records within the British Virgin Islands;
 - (d) it holds, within the British Virgin Islands, meetings of its directors or members;
 - (e) it holds a lease of property for use as an office from which to communicate with members or where books and records of the Company are prepared or maintained;
 - (f) it holds shares, debt obligations or other securities in a company incorporated under the International Business Companies Act or under the Companies Act; or
 - (g) shares, debt obligations or other securities in the Company are owned by any person resident in the British Virgin Islands or by any company incorporated under the International Business Companies Act or under the Companies Act.
- (4) The Company shall have all such powers as are permitted by law for the time being in force in the British Virgin Islands, irrespective of corporate benefit, to perform all acts and engage in all activities necessary or conducive to the conduct, promotion or attainment of the object of the Company.

CURRENCY

5. Shares in the Company shall be issued in the currency of the United States of America.

AUTHORIZED CAPITAL

6. The authorized capital of the Company is US\$50,000.00.

CLASSES, NUMBER AND PAR VALUE OF SHARES

7. The authorized capital is made up of one class and one series of shares divided into 50,000 shares of US\$1.00 each.

DESIGNATIONS, POWERS, PREFERENCES, ETC. OF SHARES

8. All shares shall
 - (a) have one vote each;
 - (b) be subject to redemption, purchase or acquisition by the Company for fair value; and
 - (c) have the same rights with regard to dividends and distributions upon liquidation of the Company.

VARIATION OF CLASS RIGHTS

9. If at any time the authorized capital is divided into different classes or series of shares, the rights attached to any class or series (unless otherwise provided by the terms of issue of the shares of that class or series) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or series and of the holders of not less than three-fourths of the issued shares of any other class or series of shares which may be affected by such variation.

RIGHTS NOT VARIED BY THE ISSUE OF SHARES PARI PASSU

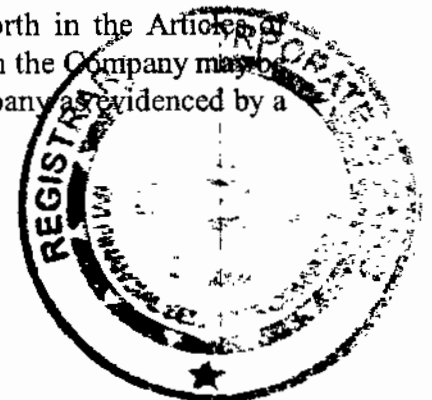
10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

REGISTERED SHARES

11. Shares in the Company may only be issued as registered shares and may not be exchanged for shares issued to bearer.

TRANSFER OF SHARES

12. Subject to the provisions relating to the transfer of shares set forth in the Articles of Association annexed hereto (the "Articles of Association") shares in the Company may be transferred subject to the prior or subsequent approval of the Company as evidenced by a resolution of directors or by a resolution of members.



AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

13. The Company may amend its Memorandum of Association and Articles of Association by a resolution of members or by a resolution of directors.

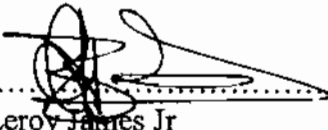
DEFINITIONS

14. The meanings of words in this Memorandum of Association are as defined in the Articles of Association.

We, ABACUS TRUST AND MANAGEMENT SERVICES LIMITED, of Geneva Place, 2nd Floor, #333 Waterfront Drive, Wickham's Cay, Road Town, Tortola, British Virgin Islands for the purpose of incorporating an International Business Company under the laws of the British Virgin Islands hereby subscribe our name to this Memorandum of Association the 20th day of May, 2005 in the presence of:

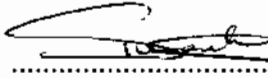
Witness

Subscriber



.....

Leroy James Jr
Corporate Administrator



.....

Sophia A.M. Durante
Authorized Signatory
ABACUS TRUST AND MANAGEMENT
SERVICES LIMITED

TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE INTERNATIONAL BUSINESS COMPANIES ACT
(Cap. 291)

ARTICLES OF ASSOCIATION
OF

SMOOTH WINDS LTD.

PRELIMINARY

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

<u>Words</u>	<u>Meaning</u>
Capital	The sum of the aggregate par value of all outstanding shares with par value of the Company and shares with par value held by the Company as treasury shares plus (a) the aggregate of the amounts designated as capital of all outstanding shares without par value of the Company and shares without par value held by the Company as treasury shares, and (b) the amounts as are from time to time transferred from surplus to capital by a resolution of directors.
member	A person who holds shares in the Company.
person	An individual, a corporation, a trust, the estate of a deceased individual, a partnership or an unincorporated association of persons.
resolution of directors	(a) A resolution approved at a duly convened and constituted meeting of directors of the Company or of a committee of directors of the Company by the affirmative vote of a simple majority of the directors present at the meeting who voted and did not abstain; or

- (b) a resolution consented to in writing by all directors or of all members of the committee, as the case may be;

except that where a director is given more than one vote, he shall be counted by the number of votes he casts for the purpose of establishing a majority.

resolution of members

- (a) A resolution approved at a duly convened and constituted meeting of the members of the Company by the affirmative vote of

- (i) a simple majority of the votes of the shares entitled to vote thereon which were present at the meeting and were voted and not abstained, or

- (ii) a simple majority of the votes of each class or series of shares which were present at the meeting and entitled to vote thereon as a class or series and were voted and not abstained and of a simple majority of the votes of the remaining shares entitled to vote thereon which were present at the meeting and were voted and not abstained; or

- (b) a resolution consented to in writing by

- (i) an absolute majority of the votes of shares entitled to vote thereon, or

- (ii) an absolute majority of the votes of each class or series of shares entitled to vote thereon as a class or series and of an absolute majority of the votes of the remaining shares entitled to vote thereon;

securities

Shares and debt obligations of every kind, and options, warrants and rights to acquire shares, or debt obligations.

surplus

The excess, if any, at the time of the determination of the total assets of the Company over the aggregate of its total liabilities, as shown in its books of account, plus the Company's capital.

the Act	The International Business Companies Act (Cap. 291) including any modification, extension, re-enactment or renewal thereof and any regulations made thereunder.
the Memorandum	The Memorandum of Association of the Company as originally framed or as from time to time amended.
the Seal	Any Seal which has been duly adopted as the Seal of the Company.
these Articles	These Articles of Association as originally framed or as from time to time amended.
treasury shares	Shares in the Company that were previously issued but were repurchased, redeemed or otherwise acquired by the Company and not cancelled.

2. "Written" or any term of like import includes words typewritten, printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of reproducing words in a visible form, including telex, facsimile, telegram, cable or other form of writing produced by electronic communication.
3. Save as aforesaid any words or expressions defined in the Act shall bear the same meaning in these Articles.
4. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in these Articles, it shall equally, where the context admits, include the others.
5. A reference in these Articles to voting in relation to shares shall be construed as a reference to voting by members holding the shares except that it is the votes allocated to the shares that shall be counted and not the number of members who actually voted and a reference to shares being present at a meeting shall be given a corresponding construction.
6. A reference to money in these Articles is, unless otherwise stated, a reference to the currency in which shares in the Company shall be issued according to the provisions of the Memorandum.

SHARE CERTIFICATES

7. Every member holding shares in the Company shall be entitled to a certificate signed under seal by a director or officer of the Company and under the Seal specifying the share or shares held by him and the signature of the director or officer and the Seal may be facsimiles.
8. Any member receiving a share certificate for registered shares shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or

they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a share certificate for shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of directors.

9. If several persons are registered as joint holders of any shares, any one of such persons may give an effectual receipt for any dividend payable in respect of such shares.

SHARES, AUTHORIZED CAPITAL, CAPITAL AND SURPLUS

10. Subject to the provisions of these Articles and any resolution of members, the unissued shares of the Company shall be at the disposal of the directors who may, without limiting or affecting any rights previously conferred on the holders of any existing shares or class or series of shares, offer, allot, grant options over or otherwise dispose of shares to such persons, at such times and upon such terms and conditions as the Company may by resolution of directors determine.
11. No share in the Company may be issued until the consideration in respect thereof is fully paid, and when issued the share is for all purposes fully paid and non-assessable save that a share issued for a promissory note or other written obligation for payment of a debt may be issued subject to forfeiture in the manner prescribed in these Articles.
12. Shares in the Company shall be issued for money, services rendered, personal property, an estate in real property, a promissory note or other binding obligation to contribute money or property or any combination of the foregoing as shall be determined by a resolution of directors.
13. Shares in the Company may be issued for such amount of consideration as the directors may from time to time by resolution of directors determine, except that in the case of shares with par value, the amount shall not be less than the par value, and in the absence of fraud the decision of the directors as to the value of the consideration received by the Company in respect of the issue is conclusive unless a question of law is involved. The consideration in respect of the shares constitutes capital to the extent of the par value and the excess constitutes surplus.
14. A share issued by the Company upon conversion of, or in exchange for, another share or a debt obligation or other security in the Company, shall be treated for all purposes as having been issued for money equal to the consideration received or deemed to have been received by the Company in respect of the other share, debt obligation or security.
15. Treasury shares may be disposed of by the Company on such terms and conditions (not otherwise inconsistent with these Articles) as the Company may by resolution of directors determine.
16. The Company may issue fractions of a share and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole share of the same class or series of shares.

17. Upon the issue by the Company of a share without par value, if an amount is stated in the Memorandum to be authorized capital represented by such shares then each share shall be issued for no less than the appropriate proportion of such amount which shall constitute capital, otherwise the consideration in respect of the share constitutes capital to the extent designated by the directors and the excess constitutes surplus, except that the directors must designate as capital an amount of the consideration that is at least equal to the amount that the share is entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.
18. The Company may purchase, redeem or otherwise acquire and hold its own shares but only out of surplus or in exchange for newly issued shares of equal value.
19. Subject to provisions to the contrary in
 - (a) the Memorandum or these Articles;
 - (b) the designations, powers, preferences, rights, qualifications, limitations and restrictions with which the shares were issued; or
 - (c) the subscription agreement for the issue of the shares,the Company may not purchase, redeem or otherwise acquire its own shares without the consent of members whose shares are to be purchased, redeemed or otherwise acquired.
20. No purchase, redemption or other acquisition of shares shall be made unless the directors determine that immediately after the purchase, redemption or other acquisition the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and the realizable value of the assets of the Company will not be less than the sum of its total liabilities, other than deferred taxes, as shown in the books of account, and its capital and, in the absence of fraud, the decision of the directors as to the realizable value of the assets of the Company is conclusive, unless a question of law is involved.
21. A determination by the directors under the preceding Regulation is not required where shares are purchased, redeemed or otherwise acquired
 - (a) pursuant to a right of a member to have his shares redeemed or to have his shares exchanged for money or other property of the Company;
 - (b) by virtue of a transfer of capital pursuant to Regulation 49;
 - (c) by virtue of the provisions of Section 83 of the Act; or
 - (d) pursuant to an order of the Court.
22. Shares that the Company purchases, redeems or otherwise acquires pursuant to the preceding Regulation may be cancelled or held as treasury shares except to the extent that such shares are in excess of 80 percent of the issued shares of the Company in which case they shall be cancelled but they shall be available for reissue.

23. Where shares in the Company are held by the Company as treasury shares or are held by another company of which the Company holds, directly or indirectly, shares having more than 50 percent of the votes in the election of directors of the other company, such shares of the Company are not entitled to vote or to have dividends paid thereon and shall not be treated as outstanding for any purpose except for purposes of determining the capital of the Company.
24. The Company may purchase, redeem or otherwise acquire its shares at a price lower than the fair value if permitted by, and then only in accordance with, the terms of
 - (a) the Memorandum or these Articles; or
 - (b) a written agreement for the subscription for the shares to be purchased, redeemed or otherwise acquired.
25. The Company may by a resolution of directors include in the computation of surplus for any purpose the unrealized appreciation of the assets of the Company, and, in the absence of fraud, the decision of the directors as to the value of the assets is conclusive, unless a question of law is involved.

MORTGAGES AND CHARGES OF REGISTERED SHARES

26. Members may mortgage or charge their shares in the Company and upon satisfactory evidence thereof the Company shall give effect to the terms of any valid mortgage or charge except insofar as it may conflict with any requirements herein contained for consent to the transfer of shares.
27. In the case of the mortgage or charge of shares there may be entered in the share register of the Company at the request of the holder of such shares
 - (a) a statement that the shares are mortgaged or charged;
 - (b) the name of the mortgagee or chargee; and
 - (c) the date on which the aforesaid particulars are entered in the share register.
28. Where particulars of a mortgage or charge are registered, such particulars shall be cancelled
 - (a) with the consent of the named mortgagee or chargee or anyone authorized to act on his behalf; or
 - (b) upon evidence satisfactory to the directors of the discharge of the liability secured by the mortgage or charge and the issue of such indemnities as the directors shall consider necessary or desirable.

29. Whilst particulars of a mortgage or charge are registered, no transfer of any share comprised therein shall be effected without the written consent of the named mortgagee or chargee or anyone authorized to act on his behalf.

FORFEITURE

30. When shares issued for a promissory note or other written obligation for payment of a debt have been issued subject to forfeiture, the following provisions shall apply.
31. Written notice specifying a date for payment to be made and the shares in respect of which payment is to be made shall be served on the member who defaults in making payment pursuant to a promissory note or other written obligations to pay a debt.
32. The written notice specifying a date for payment shall
- (a) name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which payment required by the notice is to be made; and
 - (b) contain a statement that in the event of non-payment at or before the time named in the notice the shares, or any of them, in respect of which payment is not made will be liable to be forfeited.
33. Where a written notice has been issued and the requirements have not been complied with within the prescribed time, the directors may at any time before tender of payment forfeit and cancel the shares to which the notice relates.
34. The Company is under no obligation to refund any moneys to the member whose shares have been forfeited and cancelled pursuant to these provisions. Upon forfeiture and cancellation of the shares the member is discharged from any further obligation to the Company with respect to the shares forfeited and cancelled.

LIEN

35. The Company shall have a first and paramount lien on every share issued for a promissory note or for any other binding obligation to contribute money or property or any combination thereof to the Company, and the Company shall also have a first and paramount lien on every share standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien on a share shall extend to all dividends payable thereon. The directors may at any time either generally, or in any particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Regulation.

36. In the absence of express provisions regarding sale in the promissory note or other binding obligation to contribute money or property, the Company may sell, in such manner as the directors may by resolution of directors determine, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of twenty-one days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share.
37. The net proceeds of the sale by the Company of any shares on which it has a lien shall be applied in or towards payment of discharge of the promissory note or other binding obligation to contribute money or property or any combination thereof in respect of which the lien exists so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the holder of the share immediately after such sale. For giving effect to any such sale the directors may authorize some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale.

TRANSFER OF SHARES

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

TRANSMISSION OF SHARES

41. The executor or administrator of a deceased member, the guardian of an incompetent member or the trustee of a bankrupt member shall be the only person recognized by the Company as having any title to his share but they shall not be entitled to exercise any rights as a member of the Company until they have proceeded as set forth in the next following three Regulations.
42. The production to the Company of any document which is evidence of probate of the will, or letters of administration of the estate, or confirmation as executor, of a deceased

member or of the appointment of a guardian of an incompetent member or the trustee of a bankrupt member shall be accepted by the Company even if the deceased, incompetent or bankrupt member is domiciled outside the British Virgin Islands if the document evidencing the grant of probate or letters of administration, confirmation as executor, appointment as guardian or trustee in bankruptcy is issued by a foreign court which had competent jurisdiction in the matter. For the purpose of establishing whether or not a foreign court had competent jurisdiction in such a matter the directors may obtain appropriate legal advice. The directors may also require an indemnity to be given by the executor, administrator, guardian or trustee in bankruptcy.

43. Any person becoming entitled by operation of law or otherwise to a share or shares in consequence of the death, incompetence or bankruptcy of any member may be registered as a member upon such evidence being produced as may reasonably be required by the directors. An application by any such person to be registered as a member shall for all purposes be deemed to be a transfer of shares of the deceased, incompetent or bankrupt member and the directors shall treat it as such.
44. Any person who has become entitled to a share or shares in consequence of the death, incompetence or bankruptcy of any member may, instead of being registered himself, request in writing that some person to be named by him be registered as the transferee of such share or shares and such request shall likewise be treated as if it were a transfer.
45. What amounts to incompetence on the part of a person is a matter to be determined by the court having regard to all the relevant evidence and the circumstances of the case.

REDUCTION OR INCREASE IN AUTHORIZED CAPITAL OR CAPITAL

46. The Company may by a resolution of directors amend the Memorandum to increase or reduce its authorized capital and in connection therewith the Company may in respect of any unissued shares increase or reduce the number of such shares, increase or reduce the par value of any such shares or effect any combination of the foregoing.
47. The Company may amend the Memorandum to
 - (a) divide the shares, including issued shares, of a class or series into a larger number of shares of the same class or series; or
 - (b) combine the shares, including issued shares, of a class or series into a smaller number of shares of the same class or series,provided, however, that where shares are divided or combined under (a) or (b) of this Regulation, the aggregate par value of the new shares must be equal to the aggregate par value of the original shares.
48. The capital of the Company may by a resolution of directors be increased by transferring an amount of the surplus of the Company to capital.

49. Subject to the provisions of the two next succeeding Regulations, the capital of the Company may by resolution of directors be reduced by transferring an amount of the capital of the Company to surplus.
50. No reduction of capital shall be effected that reduces the capital of the Company to an amount that immediately after the reduction is less than the aggregate par value of all outstanding shares with par value and all shares with par value held by the Company as treasury shares and the aggregate of the amounts designated as capital of all outstanding shares without par value and all shares without par value held by the Company as treasury shares that are entitled to a preference, if any, in the assets of the Company upon liquidation of the Company.
51. No reduction of capital shall be effected unless the directors determine that immediately after the reduction the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and that the realizable assets of the Company will not be less than its total liabilities, other than deferred taxes, as shown in the books of the Company and its remaining capital, and, in the absence of fraud, the decision of the directors as to the realizable value of the assets of the Company is conclusive, unless a question of law is involved.

MEETINGS AND CONSENTS OF MEMBERS

52. The directors of the Company may convene meetings of the members of the Company at such times and in such manner and places within or outside the British Virgin Islands as the directors consider necessary or desirable.
53. Upon the written request of members holding 50 percent or more of the outstanding voting shares in the Company the directors shall convene a meeting of members.
54. The directors shall give not less than 7 days notice of meetings of members to those persons whose names on the date the notice is given appear as members in the share register of the Company and are entitled to vote at the meeting.
55. The directors may fix the date notice is given of a meeting of members as the record date for determining those shares that are entitled to vote at the meeting.
56. A meeting of members may be called on short notice:
 - (a) if members holding not less than 90 percent of the total number of shares entitled to vote on all matters to be considered at the meeting, or 90 percent of the votes of each class or series of shares where members are entitled to vote thereon as a class or series together with not less than a 90 percent majority of the remaining votes, have agreed to short notice of the meeting, or
 - (b) if all members holding shares entitled to vote on all or any matters to be considered at the meeting have waived notice of the meeting and for this purpose presence at the meeting shall be deemed to constitute waiver.

- 57. The inadvertent failure of the directors to give notice of a meeting to a member, or the fact that a member has not received notice, does not invalidate the meeting.
- 58. A member may be represented at a meeting of members by a proxy who may speak and vote on behalf of the member.
- 59. The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote.
- 60. An instrument appointing a proxy shall be in substantially the following form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the member appointing the proxy.

(Name of Company)

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

(Any restrictions on voting to be inserted here.)

Signed this _____ day of _____

.....
 Member

- 61. The following shall apply in respect of joint ownership of shares:
 - (a) if two or more persons hold shares jointly each of them may be present in person or by proxy at a meeting of members and may speak as a member;
 - (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners, and
 - (c) if two or more of the joint owners are present in person or by proxy they must vote as one.
- 62. A member shall be deemed to be present at a meeting of members if he participates by telephone or other electronic means and all members participating in the meeting are able to hear each other.
- 63. A meeting of members is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 percent of the votes of the shares or class or series of shares entitled to vote on resolutions of members to be considered at the meeting. If a quorum be present, notwithstanding the fact that such quorum may be represented by only one person then such person may resolve any matter and a certificate

signed by such person accompanied where such person be a proxy by a copy of the proxy form shall constitute a valid resolution of members.

64. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the next business day at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the shares or each class or series of shares entitled to vote on the resolutions to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved.
65. At every meeting of members, the Chairman of the Board of Directors shall preside as chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting, the members present shall choose some one of their number to be the chairman. If the members are unable to choose a chairman for any reason, then the person representing the greatest number of voting shares present in person or by prescribed form of proxy at the meeting shall preside as chairman failing which the oldest individual member or representative of a member present shall take the chair.
66. The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
67. At any meeting of the members the chairman shall be responsible for deciding in such manner as he shall consider appropriate whether any resolution has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes thereof. If the chairman shall have any doubt as to the outcome of any resolution put to the vote, he shall cause a poll to be taken of all votes cast upon such resolution, but if the chairman shall fail to take a poll then any member present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall thereupon cause a poll to be taken. If a poll is taken at any meeting, the result thereof shall be duly recorded in the minutes of that meeting by the chairman.
68. Any person other than an individual shall be regarded as one member and subject to the specific provisions hereinafter contained for the appointment of representatives of such persons the right of any individual to speak for or represent such member shall be determined by the law of the jurisdiction where, and by the documents by which, the person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any member.
69. Any person other than an individual which is a member of the Company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the

Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the person which he represents as that person could exercise if it were an individual member of the Company.

70. The chairman of any meeting at which a vote is cast by proxy or on behalf of any person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within 7 days of being so requested or the votes cast by such proxy or on behalf of such person shall be disregarded.
71. Directors of the Company may attend and speak at any meeting of members of the Company and at any separate meeting of the holders of any class or series of shares in the Company.
72. An action that may be taken by the members at a meeting may also be taken by a resolution of members consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication, without the need for any notice, but if any resolution of members is adopted otherwise than by the unanimous written consent of all members, a copy of such resolution shall forthwith be sent to all members not consenting to such resolution. The consent may be in the form of counterparts, each counterpart being signed by one or more members.

DIRECTORS

73. The first directors of the Company shall be appointed by the subscribers to the Memorandum; and thereafter, the directors shall be elected by the members for such term as the members determine.
74. The minimum number of directors shall be one and the maximum number shall be 7.
75. Each director shall hold office for the term, if any, fixed by resolution of members or until his earlier death, resignation or removal.
76. A director may be removed from office, with or without cause, by a resolution of members or, with cause, by a resolution of directors.
77. A director may resign his office by giving written notice of his resignation to the Company and the resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice.
78. The directors may at any time appoint any person to be a director either to fill a vacancy or as an addition to the existing directors. A vacancy occurs through the death, resignation or removal of a director, but a vacancy or vacancies shall not be deemed to exist where one or more directors shall resign after having appointed his or their successor or successors.
79. The Company shall keep a register of directors containing:
 - (a) the names and addresses of the persons who are directors of the Company;

- (b) the date on which each person whose name is entered in the register was appointed as a director of the Company;
 - (c) the date on which each person named as a director ceased to be a director of the Company; and
 - (d) such other information as may be prescribed under the Act.
80. A copy of the Company's register of directors shall be maintained kept at the registered office of the Company and the Company may determine by resolution of directors to register a copy of the register with the Registrar of Companies.
81. With the prior or subsequent approval by a resolution of members, the directors may, by a resolution of directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the Company.
82. A director shall not require a share qualification and may be an individual or a company.

POWERS OF DIRECTORS

83. The business and affairs of the Company shall be managed by the directors who may pay all expenses incurred preliminary to and in connection with the formation and registration of the Company and may exercise all such powers of the Company as are not by the Act or by the Memorandum or these Articles required to be exercised by the members of the Company, subject to any delegation of such powers as may be authorized by these Articles and to such requirements as may be prescribed by a resolution of members; but no requirement made by a resolution of members shall prevail if it be inconsistent with these Articles nor shall such requirement invalidate any prior act of the directors which would have been valid if such requirement had not been made.
84. The directors may, by a resolution of directors, appoint any person, including a person who is a director, to be an officer or agent of the Company. The resolution of directors appointing an agent may authorize the agent to appoint one or more substitutes or delegates to exercise some or all of the powers conferred on the agent by the Company.
85. Every officer or agent of the Company has such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in these Articles or in the resolution of directors appointing the officer or agent, except that no officer or agent has any power or authority with respect to the matters requiring a resolution of directors under the Act.
86. Any director which is a body corporate may appoint any person its duly authorized representative for the purpose of representing it at meetings of the Board of Directors or with respect to unanimous written consents.
87. The continuing directors may act notwithstanding any vacancy in their body, save that if their number is reduced to their knowledge below the number fixed by or pursuant to these Articles as the necessary quorum for a meeting of directors, the continuing directors

or director may act only for the purpose of appointing directors to fill any vacancy that has arisen or for summoning a meeting of members.

88. The directors may by resolution of directors exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings and property or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.
89. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by resolution of directors.
90. The Company may determine by resolution of directors to maintain at its registered office a register of mortgages, charges and other encumbrances in which there shall be entered the following particulars regarding each mortgage, charge and other encumbrance:
- (a) the sum secured;
 - (b) the assets secured;
 - (c) the name and address of the mortgagee, chargee or other encumbrancer;
 - (d) the date of creation of the mortgage, charge or other encumbrance; and
 - (e) the date on which the particulars specified above in respect of the mortgage, charge or other encumbrance are entered in the register.
91. The Company may further determine by a resolution of directors to register a copy of the register of mortgages, charges or other encumbrances with the Registrar of Companies.

PROCEEDINGS OF DIRECTORS

92. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside the British Virgin Islands as the directors may determine to be necessary or desirable.
93. A director shall be deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.
94. A director shall be given not less than 3 days notice of meetings of directors, but a meeting of directors held without 3 days notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend, waive notice of the meeting and for this purpose, the presence of a director at a meeting shall constitute waiver on his part. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.

95. A director may by a written instrument appoint an alternate who need not be a director and an alternate is entitled to attend meetings in the absence of the director who appointed him and to vote or consent in place of the director.
96. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate not less than two directors.
97. If the Company shall have only one director the provisions herein contained for meetings of the directors shall not apply but such sole director shall have full power to represent and act for the Company in all matters as are not by the Act or the Memorandum or these Articles required to be exercised by the members of the Company and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a resolution of directors. Such a note or memorandum shall constitute sufficient evidence of such resolution for all purposes.
98. At every meeting of the directors the Chairman of the Board of Directors shall preside as chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting the Vice-Chairman of the Board of Directors shall preside. If there is no Vice-Chairman of the Board of Directors or if the Vice-Chairman of the Board of Directors is not present at the meeting the directors present shall choose some one of their number to be chairman of the meeting.
99. An action that may be taken by the directors or committee of directors at a meeting may also be taken by a resolution of directors or a committee of directors consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication by all directors or all members of the committee as the case may be, without the need for any notice. The consent may be in the form of counterparts, each counterpart being signed by one or more directors.
100. The directors shall cause the following corporate records to be kept:
 - (a) minutes of all meetings of directors, members, committees of directors, committees of officers and committees of members;
 - (b) copies of all resolutions consented to by directors, members, committees of directors, committees of officers and committees of members; and
 - (c) such other accounts and records as the directors by resolution of directors consider necessary or desirable in order to reflect the financial position of the Company.
101. The books, records and minutes shall be kept at the Registered Office of the Company, its principal place of business or at such other place as the directors determine.
102. The directors may, by resolution of directors, designate one or more committees, each consisting of one or more directors.
103. Each committee of directors has such powers and authorities of the directors, including the power and authority to affix the Seal, as are set forth in the resolution of directors

establishing the committee, except that no committee has any power or authority to amend the Memorandum or these Articles, to appoint directors or fix their emoluments, or to appoint officers or agents of the Company.

104. The meetings and proceedings of each committee of directors consisting of 2 or more directors shall be governed mutatis mutandis by the provisions of these Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the resolution establishing the committee.

OFFICERS

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

CONFLICT OF INTERESTS

109. No agreement or transaction between the Company and one or more of its directors or any person in which any director has a financial interest or to whom any director is related, including as a director of that other person, is void or voidable for this reason only or by reason only that the director is present at the meeting of directors or at the meeting of the committee of directors that approves the agreement or transaction or that the vote or consent of the director is counted for that purpose if the material facts of the interest of each director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in good faith or are known by the other directors.

110. A director who has an interest in any particular business to be considered at a meeting of directors or members may be counted for purposes of determining whether the meeting is duly constituted.

INDEMNIFICATION

111. Subject to the limitations hereinafter provided the Company may indemnify against all expenses, including legal fees, and against all judgements, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who
- (a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, an officer or a liquidator of the Company; or
 - (b) is or was, at the request of the Company, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.
112. The Company may only indemnify a person if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that his conduct was unlawful.
113. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful is, in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.
114. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.
115. If a person to be indemnified has been successful in defence of any proceedings referred to above the person is entitled to be indemnified against all expenses, including legal fees, and against all judgements, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.
116. The Company may purchase and maintain insurance in relation to any person who is or was a director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability as provided in these Articles.

SEAL

117. The Company may have more than one Seal and references herein to the Seal shall be references to every Seal which shall have been duly adopted by resolution of directors. The directors shall provide for the safe custody of the Seal and for an imprint thereof to be kept at the Registered Office. Except as otherwise expressly provided herein the Seal when affixed to any written instrument shall be witnessed and attested to by the signature of a director or any other person so authorized from time to time by resolution of directors. Such authorization may be before or after the Seal is affixed, may be general or specific and may refer to any number of sealings. The Directors may provide for a facsimile of the Seal and of the signature of any director or authorized person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been signed as hereinbefore described.

DIVIDENDS

118. The Company may by a resolution of directors declare and pay dividends in money, shares, or other property, but dividends shall only be declared and paid out of surplus. In the event that dividends are paid in specie the directors shall have responsibility for establishing and recording in the resolution of directors authorizing the dividends, a fair and proper value for the assets to be so distributed.
119. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the Company.
120. The directors may, before declaring any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund, and may invest the sum so set aside as a reserve fund upon such securities as they may select.
121. No dividend shall be declared and paid unless the directors determine that immediately after the payment of the dividend the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and the realizable value of the assets of the Company will not be less than the sum of its total liabilities, other than deferred taxes, as shown in its books of account, and its capital. In the absence of fraud, the decision of the directors as to the realizable value of the assets of the Company is conclusive, unless a question of law is involved.
122. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned and all dividends unclaimed for 3 years after having been declared may be forfeited by resolution of directors for the benefit of the Company.
123. No dividend shall bear interest as against the Company and no dividend shall be paid on treasury shares or shares held by another company of which the Company holds, directly or indirectly, shares having more than 50 percent of the vote in electing directors.
124. A share issued as a dividend by the Company shall be treated for all purposes as having been issued for money equal to the surplus that is transferred to capital upon the issue of the share.

125. In the case of a dividend of authorized but unissued shares with par value, an amount equal to the aggregate par value of the shares shall be transferred from surplus to capital at the time of the distribution.
126. In the case of a dividend of authorized but unissued shares without par value, the amount designated by the directors shall be transferred from surplus to capital at the time of the distribution, except that the directors must designate as capital an amount that is at least equal to the amount that the shares are entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.
127. A division of the issued and outstanding shares of a class or series of shares into a larger number of shares of the same class or series having a proportionately smaller par value does not constitute a dividend of shares.

ACCOUNTS AND AUDIT

128. The Company may by resolution of members call for the directors to prepare periodically a profit and loss account and a balance sheet. The profit and loss account and balance sheet shall be drawn up so as to give respectively a true and fair view of the profit and loss of the Company for the financial period and a true and fair view of the state of affairs of the Company as at the end of the financial period.
129. The Company may by resolution of members call for the accounts to be examined by auditors.
130. The first auditors shall be appointed by resolution of directors; subsequent auditors shall be appointed by a resolution of members.
131. The auditors may be members of the Company but no director or other officer shall be eligible to be an auditor of the Company during his continuance in office.
132. The remuneration of the auditors of the Company
 - (a) in the case of auditors appointed by the directors, may be fixed by resolution of directors; and
 - (b) subject to the foregoing, shall be fixed by resolution of members or in such manner as the Company may by resolution of members determine.
133. The auditors shall examine each profit and loss account and balance sheet required to be served on every member of the Company or laid before a meeting of the members of the Company and shall state in a written report whether or not
 - (a) in their opinion the profit and loss account and balance sheet give a true and fair view respectively of the profit and loss for the period covered by the accounts, and of the state of affairs of the Company at the end of that period; and
 - (b) all the information and explanations required by the auditors have been obtained.

134. The report of the auditors shall be annexed to the accounts and shall be read at the meeting of members at which the accounts are laid before the Company or shall be served on the members.
135. Every auditor of the Company shall have a right of access at all times to the books of account and vouchers of the Company, and shall be entitled to require from the directors and officers of the Company such information and explanations as he thinks necessary for the performance of the duties of the auditors.
136. The auditors of the Company shall be entitled to receive notice of, and to attend any meetings of members of the Company at which the Company's profit and loss account and balance sheet are to be presented.

NOTICES

137. Any notice, information or written statement to be given by the Company to members may be served in any way by which it can reasonably be expected to reach each member or by mail addressed to each member at the address shown in the share register. 138. Any summons, notice, order, document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company, at its Registered Office, or by leaving it with, or by sending it by registered mail to, the Registered Agent of the Company.
139. Service of any summons, notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the Registered Office or the Registered Agent of the Company or that it was mailed in such time as to admit to its being delivered to the Registered Office or the Registered Agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

PENSION AND SUPERANNUATION FUNDS

140. The directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at time directors or officers of the Company or of any such other company as aforesaid or who hold or held any salaried employment or office in the Company or such other company, or any persons in whose welfare the company or any such other company as aforesaid is or has been at any time interested, and to the wives, widows, families and dependants of any such person, and may make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always to the proposal being approved by resolution of members, a director holding any such employment or office shall be entitled

to participate in and retain for his own benefit any such donation, gratuity, pension allowance or emolument.

ARBITRATION

141. Whenever any difference arises between the Company on the one hand and any of the members or their executors, administrators or assigns on the other hand, touching the true intent and construction or the incidence or consequences of these Articles or of the Act, touching anything done or executed, omitted or suffered in pursuance of the Act or touching any breach or alleged breach or otherwise relating to the premises or to these Articles, or to any Act or Ordinance affecting the Company or to any of the affairs of the Company such difference shall, unless the parties agree to refer the same to a single arbitrator, be referred to 2 arbitrators one to be chosen by each of the parties to the difference and the arbitrators shall before entering on the reference appoint an umpire.
142. If either party to the reference makes default in appointing an arbitrator either originally or by way of substitution (in the event that an appointed arbitrator shall die, be incapable of acting or refuse to act) for 10 days after the other party has given him notice to appoint the same, such other party may appoint an arbitrator to act in the place of the arbitrator of the defaulting party.

VOLUNTARY WINDING UP AND DISSOLUTION

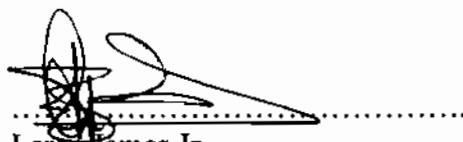
143. The Company may voluntarily commence to wind up and dissolve by a resolution of members but if the Company has never issued shares it may voluntarily commence to wind up and dissolve by resolution of directors.

CONTINUATION

144. The Company may by resolution of members or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws.

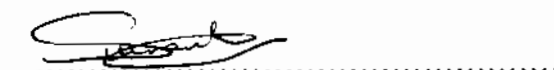
WE, ABACUS TRUST AND MANAGEMENT SERVICES LIMITED of Geneva Place, 2nd Floor, #333 Waterfront Drive, Wickham's Cay, Road Town, Tortola, British Virgin Islands for the purpose of incorporating an International Business Company under the laws of the British Virgin Islands hereby subscribe our name to these Articles of Association the 20th day of May, 2005 in the presence of:

Witness



Leroy James Jr
Corporate Administrator

Subscriber



Sophia A.M. Durante
Authorized Signatory
ABACUS TRUST AND MANAGEMENT
SERVICES LIMITED

SMOOTH WINDS LTD.
(the "Company")

An International Business Company
incorporated in the British Virgin Islands

Appointment of First Directors

The undersigned, ABACUS TRUST AND MANAGEMENT SERVICES LIMITED, being the subscriber to the Memorandum and Articles of Association of the Company and having the power to appoint first directors of the Company, hereby appoints the following as the first directors of the Company:

Abacus Managers Limited
Abacus Management Limited

Dated the 20th day of May 2005



~~Abacus Trust and Management Services Limited~~
Subscriber

**SMOOTH WINDS LTD.
REGISTER OF DIRECTORS & OFFICERS**

Under Section 118 of the British Virgin Islands Business Companies Act, 2004 (the "Act"), a company shall cause to be kept a Register of Directors. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered Agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Directors

Name	Address	Date appointed	Date Ceased	Notes
Abacus Management Limited	Geneva Place, 2nd Floor 333 Waterfront Drive P.O. Box 3339, Road Town Tortola, BVI	16-Nov-05	16-Nov-07	DIR
Abacus Managers Limited	Geneva Place, 2nd Floor 333 Waterfront Drive P.O. Box 3339, Road Town Tortola, BVI	20-Nov-05	16-Nov-07	DIR
Pan-Invest Management Ltd.	Pan-Invest Management Ltd 6 Demostheni Severis Avenue 1080 Nicosia Cyprus	16-Nov-07		DIR

Secretaries

Name	Address	Date Appointed	Date Ceased	Notes
Trustone Services Ltd.	Demostheni Severis, no.6, Presidium, 2nd Floor Flat/Office no.21 P.C. 1080, Nicosia	16-Nov-07		SEC

Officers

Name	Address	Date Appointed	Date Ceased	Notes
NONE				

**SMOOTH WINDS LTD.
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Ordinance, 2004, the Company shall cause to be kept a Share Registers. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Folio: ABASN

Member Name: Abacus Nominee Limited

Geneva Place, 2nd Floor
333 Waterfront Drive
P.O. Box 3339, Road Town
Tortola, BVI

Date Membership Commenced: 02-Dec-05

Date Membership Ceased: 17-Oct-07

Share Certificate Number	Transfer Number	Date	Acquisitions		Notes
			Number	Class	
1	-	02-Dec-05	50	Ordinary Shares	Allotment

Transfer Number	Transmission	Date	Disposals		Notes
			Number	Class	
1	-	17-Oct-07	50	Ordinary Shares	To TONE

Shares Currently Held: NIL

**SMOOTH WINDS LTD.
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Ordinance, 2004, the Company shall cause to be kept a Share Registers. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Folio: TONE

Member Name: Truststone Nominees Limited

**Demostheni Severis,
no.6, Presidium, 2nd Floor
Flat/Office no.21
P.C. 1080, Nicosia**

Date Membership Commenced: 17-Oct-07

Date Membership Ceased: N/A

Acquisitions			
Share Certificate Number	Transfer Number	Date	Class
-	1	17-Oct-07	Ordinary Shares
			From ABASN

Disposals			
Transfer Number	Transmission	Date	Class
			Notes

Shares Currently Held: 50

SMOOTH WINDS LTD.

(the "Company")

**WRITTEN RESOLUTIONS OF THE DIRECTORS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

REGISTRATION

NOTED that the Memorandum and Articles of Association of the Company were registered in the British Virgin Islands on May 20, 2005. The Company's registration number is 657670.

ADOPTION OF MEMORANDUM AND ARTICLES OF ASSOCIATION

RESOLVED that the provisions of the Memorandum and Articles of Association of the Company dated May 20, 2005 and filed with the Registrar of Companies be approved and adopted.

FIRST DIRECTORS

NOTED that in accordance with the International Business Companies Act, Cap. 291 and the Articles of Association of the Company, the first directors appointed on May 20, 2005 by the subscriber to the Memorandum of Association are as follows:

**Abacus Managers Limited
Abacus Management Limited**

SEAL

RESOLVED that the seal, an impression of which is made against this resolution, be adopted as the common seal of the Company.


REGISTERED OFFICE

RESOLVED that the Registered Office of the Company be at the premises of Abacus Trust and Management Services Limited.


REGISTERED AGENT

RESOLVED that the Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located in Road Town, Tortola, British Virgin Islands.

Dated 20th day of May, 2005.



Abacus Management Limited
Director



Abacus Managers Limited
Director

SMOOTH WINDS LTD.

(the "Company")

**WRITTEN RESOLUTIONS OF THE DIRECTORS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

ALLOTMENT OF SHARES

NOTED that an application for shares accompanied by the requisite subscription money had been received for the allotment of the shares set out below for a total consideration of US\$50.00.

RESOLVED that the said application be accepted and the said shares be allotted as follows:

Abacus Nominee Limited - 50 shares

SHARE CERTIFICATE

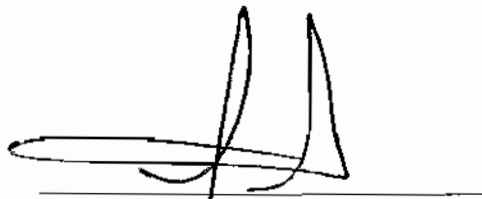
RESOLVED that the directors of the Company issue under the Seal of the Company 1 certificate, numbered 1, evidencing the issue of 50 shares as detailed above.

FURTHER RESOLVED that a copy of the Register of Members, detailing the issue, be sent to the Registered Agent of the Company and that the Register of Members be maintained at the Registered Office in the British Virgin Islands.

Dated 2nd day of December, 2005.



Abacus Management Limited



Abacus Managers Limited

**SMOOTH WINDS LTD.
(the "Company")**

**WRITTEN RESOLUTIONS OF THE DIRECTORS PURSUANT TO THE
MEMORANDUM OF ASSOCIATION OF THE COMPANY**

SETTLEMENT AGREEMENT

NOTED that the Company has executed a Share Purchase Agreement dated 21st December, 2005 (the "Share Purchase Agreement") to purchase the entire issued share capital of Suntoucher Limited for the Purchase Consideration of EURO 70,000,000.00.

NOTED that the Company has executed a Loan Agreement dated 19th December, 2005, (the "Loan Agreement") whereby **Walid Abboud** (the sole member of the Company) granted a loan in the amount of EURO 70,000,000.00 to the Company to facilitate the Company's ability to pay the Purchase Consideration pursuant to the Share Purchase Agreement.

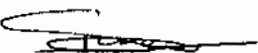
NOTED that the parties have agreed to set-off the Purchase Consideration due to **Walid Abboud** pursuant to the Share Purchase Agreement against the Principal Sum that is due to the Company pursuant to the Loan Agreement as they are of equal quantum.

FURTHER NOTED that a Settlement Agreement between the Company and **Walid Abboud** recording the terms and conditions of the Settlement Agreement (set-off) was referred to the directors for consideration and approval.

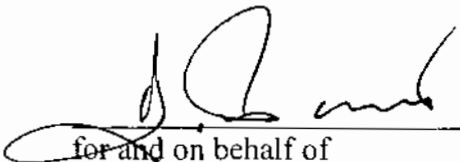
RESOLVED that the said Settlement Agreement be accepted and approved. A copy of the Share Purchase Agreement, Loan Agreement and Settlement Agreement are attached hereto and forms an integral part of this resolution.

FURTHER RESOLVED that the directors be authorized to execute the Settlement Agreement on behalf of the Company and that a copy of the Settlement Agreement be filed in the minute book.

Dated December 22, 2005.



for and on behalf of
Abacus Managers Limited



for and on behalf of
Abacus Management Limited

SMOOTH WINDS LTD.
(the "Company")

**WRITTEN RESOLUTIONS OF THE MEMBERS PURSUANT TO THE
MEMORANDUM OF ASSOCIATION OF THE COMPANY**

SETTLEMENT AGREEMENT

NOTED that the Company has executed a Share Purchase Agreement dated 21st December, 2005 (the "Share Purchase Agreement") to purchase the entire issued share capital of Suntoucher Limited for the Purchase Consideration of EURO 70,000,000.00.

NOTED that the Company has executed a Loan Agreement dated 19th December, 2005, (the "Loan Agreement") whereby **Walid Abboud** (the sole member of the Company) granted a loan in the amount of EURO 70,000,000.00 to the Company to facilitate the Company's ability to pay the Purchase Consideration pursuant to the Share Purchase Agreement.

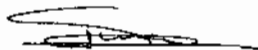
NOTED that the parties have agreed to set-off the Purchase Consideration due to **Walid Abboud** pursuant to the Share Purchase Agreement against the Principal Sum that is due to the Company pursuant to the Loan Agreement as they are of equal quantum.

FURTHER NOTED that a Settlement Agreement between the Company and **Walid Abboud** recording the terms and conditions of the Settlement Agreement (set-off) was referred to the members for consideration and approval.

RESOLVED that the said Settlement Agreement be accepted and approved. A copy of the Share Purchase Agreement, Loan Agreement and Settlement Agreement are attached hereto and forms an integral part of this resolution.

FURTHER RESOLVED that the directors be authorized to execute the Settlement Agreement on behalf of the Company and that a copy of the Settlement Agreement be filed in the minute book.

Dated December 22, 2005.



for and on behalf of
Abacus Nominee Limited

**SMOOTH WINDS LTD.
(the "Company")**

**WRITTEN RESOLUTIONS OF THE DIRECTORS PURSUANT TO THE
MEMORANDUM OF ASSOCIATION OF THE COMPANY**

LOAN TO COMPANY

NOTED that a Loan Agreement between the Company and **Walid Abboud** (the sole member of the Company) granting the Company a loan of **EURO 70,000,000.00** was referred to the members for consideration and approval.

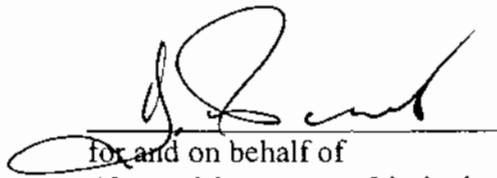
IT WAS RESOLVED that the Loan to the Company of **EURO 70,000,000.00** pursuant to the Loan Agreement be accepted and approved in order to fulfill its obligations under a Share Purchase Agreement dated 21st December, 2005. A copy of the Loan Agreement and Share Purchase Agreement are attached hereto and forms an integral part of this resolution.

IT WAS FURTHER RESOLVED that the directors be authorized to execute the Loan Agreement on behalf of the Company and that a copy of the Loan Agreement be filed in the minute book.

Dated December 22, 2005.



for and on behalf of
Abacus Managers Limited



for and on behalf of
Abacus Management Limited

**SMOOTH WINDS LTD.
(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS PURSUANT TO THE
MEMORANDUM OF ASSOCIATION OF THE COMPANY**

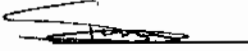
LOAN TO COMPANY

NOTED that a Loan Agreement between the Company and **Walid Abboud** (the sole member of the Company) granting the Company a loan of **EURO 70,000,000.00** was referred to the members for consideration and approval.

IT WAS RESOLVED that the Loan to the Company of **EURO 70,000,000.00** pursuant to the Loan Agreement be accepted and approved in order to fulfill its obligations under a Share Purchase Agreement dated 21st December, 2005. A copy of the Loan Agreement and Share Purchase Agreement are attached hereto and forms an integral part of this resolution.

IT WAS FURTHER RESOLVED that the directors be authorized to execute the Loan Agreement on behalf of the Company and that a copy of the Loan Agreement be filed in the minute book.

Dated December 22, 2005.



for and on behalf of
Abacus Nominee Limited

SUNTOUCHER LIMITED
("The Company")

**WRITTEN RESOLUTIONS OF THE MEMBERS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

SALE OF ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY

NOTED that the I, the sole shareholder of the Company have decided to sell all of my shares in the Company, being all of the issued share capital in the Company and to transfer same to Smooth Winds Ltd. by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

After review, **IT WAS RESOLVED** that:

1. the SPA, the Transfer of Shares and all other documentation required to give effect to the sale and transfer of the shares shall be duly executed by and delivered by me, the sole shareholder of the Company. That I, the sole shareholder of the Company, shall do all things necessary to give effect to the sale and transfer of the issued share capital of the Company to Smooth Winds Ltd.
2. the Directors are hereby authorised to do all things necessary, pursuant to the SPA and otherwise, to give effect to the sale and transfer of the issued share capital of the Company to Smooth Winds Ltd.

Dated 21st of December, 2005



Walid ABBOUD

SMOOTH WINDS LTD.
("The Company")

**WRITTEN RESOLUTIONS OF THE MEMBERS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**


**PURCHASE OF SHARES - ENTIRE ISSUED SHARE CAPITAL OF
SUNTOUCHER LIMITED**

NOTED that the Company is to purchase all of the issued share capital in Suntoucher Limited from Mr. Walid ABBOUD by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") and thereby purchase Suntoucher Limited and all of its subsidiaries.

After review, **IT WAS RESOLVED** that:

1. the Company shall purchase all of the issued share capital in Suntoucher Limited (being one hundred (100) common shares) from Mr. Walid Abboud by virtue of the SPA for the purchase consideration of EUR 70,000,000.00.
2. the Directors are hereby authorised to execute the SPA, the requisite Share Transfer(s) and to do all things necessary, pursuant to the SPA and otherwise, to give effect to the purchase and transfer of the issued share capital of Suntoucher Limited from Mr. Walid ABBOUD to the Company (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

Dated 21st December, 2005



**for and on behalf of
Abacus Nominee Limited**

SMOOTH WINDS LTD.
(the 'Company')

**WRITTEN RESOLUTIONS OF THE SOLE MEMBER
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

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 *YSC Pharma Management and Finance Limited* is 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 "*YSC*").

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

AND WHEREAS the *Company* agreed to grant *YSC* 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.

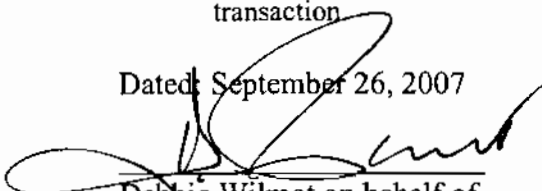
AND WHEREAS the *Parties* have laid out the terms and conditions applicable to the loan arrangement by way of a written 'Loan Agreement,' a copy of which is attached herewith and forms an integral part of these minutes.

AND WHEREAS pursuant to section 175 of the BVI Business Companies Act, we hereby confirm that we are aware that the aforementioned loan amount would result in the disposition of more than fifty percent of the assets of the *Company*.

IT IS NOW HEREBY RESOLVED THAT:

1. the loan to *YSC* in the amount of US\$1,500,000 (one million five hundred thousand United States Dollars) pursuant to the Loan Agreement is hereby approved.
2. the directors of the *Company* be authorized to do all that is necessary to effect the transaction

Dated: September 26, 2007


Debbie Wilmot on behalf of
Abacus Nominee Limited
Sole Member

SMOOTH WINDS LTD.

("the Company")

**WRITTEN RESOLUTIONS OF THE DIRECTORS
PURSUANT TO ARTICLE 99 OF
THE ARTICLES OF ASSOCIATION OF THE COMPANY**

TRANSFER OF SHARES

IT WAS NOTED that the following Stock Transfer Form together with the appropriate Share Certificate had been received by the Company.

<u>Transferor</u>	<u>Transferee</u>	<u>Number of Shares</u>
Abacus Nominee Limited	Trustone Nominees Limited	50 Shares

IT WAS RESOLVED:


That the transfer of the aforesaid Shares are hereby approved and registered in the books of the Company.

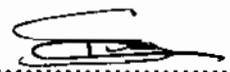
IT WAS FURTHER RESOLVED that the Directors are authorized to:

- (a) cancel share certificate numbered 1;
- (b) issue new share certificate numbered 2;
- (c) affix the Seal of the Company to the new share certificate and arrange for the Seal to be witnessed in accordance with the Articles of Association.

IT WAS FURTHER RESOLVED that the Register of Members of the Company be amended to reflect the resolutions hereby adopted and that a copy of the Register be maintained at the office of the Company's Registered Agent in the British Virgin Islands.

Dated October 17, 2007


.....
Abacus Managers Limited
Director


.....
Abacus Management Limited
Director

WRITTEN RESOLUTIONS OF THE DIRECTORS

OF

SMOOTH WINDS LTD.
(the "Company")

The undersigned, being the directors of Smooth Winds Ltd. (the "Company") a BVI Business Company existing under the laws of the British Virgin Islands, acting in such capacity and on that behalf, does hereby set down the following records:

IT WAS RESOLVED:

That the Registered Office of the Company be changed to Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

That the Registered Agent be changed to Mossack Fonseca & Co. (B.V.I.) Ltd.

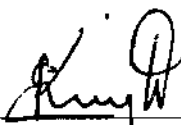
That a notice of change in registered agent and registered office be filed with the Registrar of Corporate Affairs.

IT WAS FURTHER RESOLVED: that Pan-Invest Management Ltd. be and is hereby appointed as director of the Company with immediate effect.

IT WAS FURTHER RESOLVED: that Trustone Services Ltd. be and is hereby appointed as Secretary of the Company with immediate effect.

AND IT WAS FURTHER RESOLVED: to acknowledge and accept the resignation of Abacus Managers Limited and Abacus Management Limited directors of the Company, such resignation to take place with immediate effect.

Adopted and signed this November 16, 2007



Abacus Managers Limited
Director

SMOOTH WINDS LTD.



Abacus Management Limited
Director

SMOOTH WINDS LTD.
(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 registered office at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

AND WHEREAS *YSC Pharma Management and Finance Limited* is 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 "YSC").

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

AND WHEREAS the *Company* agreed to grant *YSC* 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 pursuant to section 175 of the BVI Business Companies Act, it was noted that the aforementioned loan amount would result in the disposition of more than fifty percent of the assets of the *Company*; and as such the relevant approval was sought and obtained from the Sole Member of the *Company*.

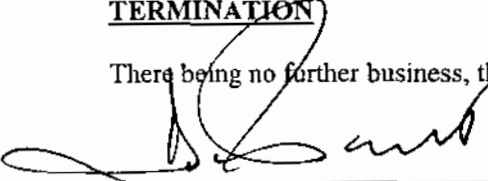
AND WHEREAS the Loan Agreement was referred to the directors for due consideration and approval.

IT IS NOW HEREBY RESOLVED THAT:

1. the loan to *YSC* in the amount of US\$1,500,000 (one million five hundred thousand United States Dollars) pursuant to the Loan Agreement be 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

SMOOTH WINDS LTD.

(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 OCTOBER 9, 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.

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. Walid Abboud.

WHEREAS it was further noted that the Company expects to receive an amount on its ING Bank (Switzerland) Ltd. account #6384887 (hereafter 'Smooth Wind's ING Account') originating from dividends payment, in September or October 2006.

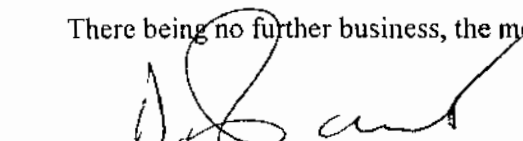
WHEREAS it was further noted that upon receipt of the funds to the above-mentioned account, the Company wishes to transfer 100% of the entire balance on account to ING Bank (Switzerland) Ltd. Account #6384891 in the name of Mr. Walid Abboud (hereafter 'Mr. Abboud's ING Account'), being repayment of the loan granted in accordance with the said Loan Agreement.

IT IS NOW HEREBY RESOLVED THAT:

1. immediately upon receipt of the dividend payments to Smooth Wind's ING Account, the entire balance of said account be transferred to Mr. Abboud's ING Account.
2. Mr. Abboud 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

SMOOTH WINDS LTD.
(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 is at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

AND WHEREAS *Mr. Walid Abboud*, a British citizen, residing in Lebanon, Villa Abboud Abboud, Mazraat Yachouh Metn identified with Passport no. 761044155 issued by the British Authorities on the 10.03.2005, is the beneficial owner of the *Company* (hereinafter referred to as "Walid").

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

AND WHEREAS *Walid* 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.



SMOOTH WINDS LTD.
(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 registered office at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

AND WHEREAS *YSC Pharma Management and Finance Limited* is 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 "YSC").

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

AND WHEREAS the *Company* agreed to grant *YSC* 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 pursuant to section 175 of the BVI Business Companies Act, it was noted that the aforementioned loan amount would result in the disposition of more than fifty percent of the assets of the *Company*; and as such the relevant approval was sought and obtained from the Sole Member of the *Company*.

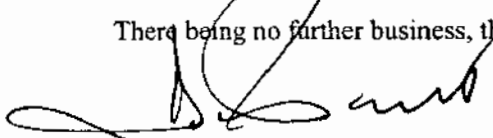
AND WHEREAS the Loan Agreement was referred to the directors for due consideration and approval.

IT IS NOW HEREBY RESOLVED THAT:

1. the loan to *YSC* in the amount of US\$1,500,000 (one million five hundred thousand United States Dollars) pursuant to the Loan Agreement be 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

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 is at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

AND WHEREAS *Mr. Walid Abboud*, a British citizen, residing in Lebanon, Villa Abboud Abboud, Mazraat Yachouh Metn identified with Passport no. 761044155 issued by the British Authorities on the 10.03.2005, is the beneficial owner of the *Company* (hereinafter referred to as "Walid").

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

AND WHEREAS *Walid* 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

BVI BUSINESS COMPANY

Share Certificate

CERTIFICATE NUMBER

2

NUMBER OF SHARES

50

SMOOTH WINDS LTD.

Incorporated under the BVI Business Companies Act, 2004
of the British Virgin Islands

THIS IS TO CERTIFY THAT TRUSTONE NOMINEES LIMITED*****

is the registered holder of FIFTY shares, in the above-named Company, subject to the Memorandum and Articles of Association of the said Company.

Given this 17th day of October, 2007



Abacus Management Limited
Director



Abacus Managers Limited
Director

INTERNATIONAL BUSINESS COMPANY

Share Certificate

CERTIFICATE NUMBER

1

NUMBER OF SHARES

50

SMOOTH WINDS LTD.


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

THIS IS TO CERTIFY THAT Abacus Normines Limited *****

is the registered holder of fifty shares of US\$1.00 each in the above-named Company, subject to the Memorandum and Articles of Association of the said Company.

Given this 2nd day of December, 2005.


Abacus Management Limited
Director


Abacus Managers Limited
Director



INTERNATIONAL BUSINESS COMPANY

Share Certificate

CERTIFICATE NUMBER

NUMBER OF SHARES

1

50

SMOOTH WINDS LTD.


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

THIS IS TO CERTIFY THAT Abacus Nominee Limited *****

is the registered holder of fifty shares of US\$1.00 each in the above-named Company, subject to the Memorandum
and Articles of Association of the said Company.

Given this 2nd day of December, 2005.


Abacus Management Limited
Director


Abacus Managers Limited
Director



ABACUS TRUST AND MANAGEMENT SERVICES LIMITED

Geneva Place, 2nd Floor
P.O. Box 3339
Road Town, Tortola
British Virgin Islands
Telephone 284-494-4388
Facsimile 284-494-3088


COMMON SEAL IMPRINT

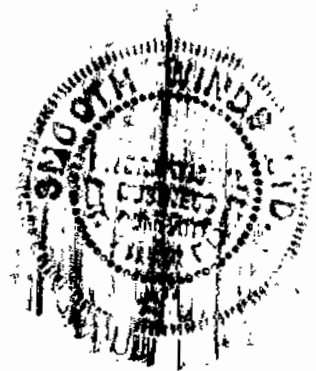
SMOOTH WINDS LTD., a company subject to the International Business Companies Ordinance (No. 8 of 1984) of the British Virgin Islands, incorporated 20th May, 2005 with registration number 657670.

The common (corporate) seal of the company is imprinted hereunder, this imprint being kept at the Registered Office of said company in conformity with Section 66 of said Ordinance.

Dated: May 9, 2006

Signature:


Authorised Signatory



VIA COURIER

Our Ref: RF/tmd

*Fedex 7918 3185
0137*

14th January, 2008

Mr. Antonis Avraam
Pan-Invest Management Ltd.
6 Demostheni Severi Avenue
Presidium Building
1080 Nicosia
Cyprus

Dear Mr. Avraam:

Re: **Brenton Resources Limited**
Suntoucher Ltd.
Consulthill Ltd.
Dream Catcher Holdings Ltd.
SMOOTH WINDS LTD.
FUTURE SUN HOLDINGS INC.
BREEZI CARM HOLDINGS INC.
WYNDING INVESTMENTS INC.

We are pleased to enclose the Original Certificate of Incumbency for each of the subject Companies.

Our invoice will be issued under separate cover.

Please feel free to contact us if you require any further assistance.

Yours sincerely,
MOSSACK FONSECA & CO. (B.V.I.) LTD.

RF/tmd

Encls

MOSSACK FONSECA & CO. (BVI) LTD.
Akara Bldg.
24 De Castro Street
Wickhams Cay I
P. O. Box 3136
Road Town, Tortola
British Virgin Islands
T (284) 494-4840 / 494-4976
F (284) 494-4841 / 494-5884
E general@mossfon-bvi.com

MF BAHAMAS
T (242) 322-7601
F (242) 322-5807
E bahamas@mossfon.com

MF PANAMA
T (507) 263-8899 / 264-2322
F (507) 263-9218 / 263-7914
(507) 263-7327 Corporations
E MF@mossfon.com

MF SAMOA
T (685) 32684 / (685) 32685
F (685) 32683
E samoa@mossfon.com

MF SEYCHELLES
T (248) 324866
F (248) 324867
E seychelles@mossfon.com

GLOBAL OFFICES

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VENEZUELA

ASIA

HONG KONG
DA LIAN
HANGZHOU
NINGBO
QINGDAO
SHANGHAI
SHENZHEN
SINGAPORE
THAILAND
UNITED ARAB EMIRATES

CORRESPONDENTS

VANCOUVER

Officer: TRECIA VANTERPOOL general@mossfon-bvi.com
Substitute: MEHILIN SANCHEZ general@mossfon-bvi.com
Substitute: CORPORATIONS SPECIAL USER corporations@mossfon.com
Jurisdiction: BVI
Client: 22959 PAN-INVEST B.V. **Reference:** Mr. ANTONIS AVRAAM
Type of case: CHANGE OF REGISTERED AGENT TO US

Case Number 1501848**File Number:** 591314**Quotation#:****Company/Case Name:** SUNTOUCHER LTD**Invoice#:****Date Assigned:** 22-11-2007**Case Status:** OPEN**Estimated Day** 30**Days Elapsed** 34**Comments:**

- E 09-01-2008 10:21:01 AM** CLIENT COMMENTS - The DRAFT of the Incumbency certificate is approved. Please proceed to issue and send to us as soon as possible with copy by email. Thank you, Antonis Avraam
E 08-01-2008 04:57:33 PM TRECIA VANTERPOOL - DRAFT of the Incumbency for approval.
I 08-01-2008 09:18:55 AM TRECIA VANTERPOOL - Payment history.
I 08-01-2008 09:16:16 AM SYSTEM - The company file has been created by Trecia Vanterpool
I 07-01-2008 10:10:36 PM MEHILIN SANCHEZ - Dear Trecia, as corporate documents were received, please prepare the draft Certificate of Incumbency for the client. Thanks and Regards, Mehilin
E 04-01-2008 03:34:53 PM TRECIA VANTERPOOL - Memorandum and Articles.
E 04-01-2008 03:29:18 PM TRECIA VANTERPOOL - CI, appt.of sole director, Register shares and directors, Resolutions, filed extracts, Share purchase agreement.
E 28-12-2007 08:34:44 AM TRECIA VANTERPOOL - In the interim, we will prepare a draft for you.
E 28-12-2007 08:33:18 AM TRECIA VANTERPOOL - although we have evidence that we are the Registered Agent and provision of the officers i.e. directors, secretary and shares...we have yet to receive the corporate documents from Abacus Trust. Until receipt, we are unable to provide an Incumbency for the company as yet.

 We telephoned Abacus minutes ago, and were informed that the corporate documents are being prepared and should be delivered to us today.
E 27-12-2007 12:26:52 PM CLIENT COMMENTS - Please proceed to issue a new certificate of incumbency:
 Director - Pan-Invest Management Ltd, Address at 6 Demostheni Severi Ave, Office 21, 1080 Nicosia, Cyprus

 Secretary - Trustone Services Ltd, Address at 6 Demostheni Severi Ave, Office 21, 1080 Nicosia, Cyprus

 Shareholder - Smooth Winds Ltd BVI
E 21-12-2007 03:34:05 PM TRECIA VANTERPOOL - Our office will be closed for the Christmas Holiday on 24th through 26th December, 2007. We will resume regular working hours on Thursday, 27th December at 8:00 a.m. and will close again on Tuesday, 1st January, 2008. We resume our regular working schedule on Wednesday, 2nd January, 2008 at 8:00 a.m.

Comments:

HAPPY HOLIDAYS...

- E 19-12-2007 03:47:11 PM** TRECIA VANTERPOOL - NOTICE confirming that we are now the agent of the company.
- I 10-12-2007 11:51:31 AM** TRECIA VANTERPOOL - Follow-up from the current agent. They await their clients authorisation.
- I 10-12-2007 11:47:00 AM** TRECIA VANTERPOOL - Message from the client which includes information for the Incumbency upon completion of transfer.
- E 07-12-2007 03:36:12 PM** TRECIA VANTERPOOL - Follow-up to the Agent for the company.
- E 03-12-2007 10:05:21 AM** TRECIA VANTERPOOL - E-mail update to the client.
- I 03-12-2007 09:44:31 AM** MEHILIN SANCHEZ - Dear Trecia, as per client instructions in case No.1496077, once this company is transferred to Mossack they will urgently require certificate of incumbency to be issued for same showing the new details. Regards, Mehilin
- E 28-11-2007 05:32:43 PM** TRECIA VANTERPOOL - Message requesting the release of the companies to our firm.
- E 28-11-2007 05:13:33 PM** TRECIA VANTERPOOL - Search results. Company with Abacus Trust, however, thus far it appears as if the 2007 license fee is not yet paid. If not paid to the current agent by Nov.30.2007, company could be incurring a 10 percent penalty.
- E 23-11-2007 11:19:59 AM** TRECIA VANTERPOOL - Conducting a Search to determine the status of the company.
- I 23-11-2007 05:25:37 AM** DESMOND PROFITT - Attached email from Antonis Avraam
- I 22-11-2007 09:29:05 AM** LATREECE WILSON - SPECIAL INSTRUCTIONS - KINDLY REFER TO CLIENTS COMMENTS FOUND IN CASE NO. 1496077 21-11-2007 11:35:41 AM (PMA TIME)
- I 22-11-2007 09:22:37 AM** LATREECE WILSON - SPECIAL INSTRUCTIONS -
- E 22-11-2007 09:22:28 AM** LATREECE WILSON - THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL(BVI) BY LATREECE WILSON(BVI)

THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL BY LATREECE WILSON**I - INTERNAL COMMENTS.****E - EXTERNAL COMMENTS, VISIBLE FOR THE CL**

December 27, 2007

Mailing Address:
P.O. Box 3339
Road Town, Tortola
British Virgin Islands

HAND DELIVERED

Telephone: 284-494-4388
Facsimile: 284-494-3088
Email: info@mwmabacus.com
Web: www.mwmabacus.com

Mossack Fonseca & Co. (BVI) Ltd.

Akara Building
Wickhams Cay 1
P.O. Box 3136
Road Town, Tortola
British Virgin Islands

Dear Sirs:

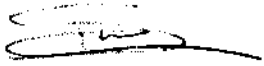
Re: Suntoucher Ltd. – BC No. 509268
Consulthill Ltd. – BC No. 509269
Dream Catcher Holdings Ltd. -BC No. 509265

At the request of our client to transfer the administration of the above captioned companies to yourselves, we are pleased to enclose the following documents:

1. Original Memorandum and Articles of Association;
2. Copy of Certificate of Incorporation;
3. A copy of Appointment of first director;
4. Copies of corporate minutes held on file;
5. Register of directors and
6. Register of Members.

Kindly acknowledge receipt of documents in due course.

Yours sincerely,



Sophia A.M. Durante
Corporate Manager



Annette Mactavious
Senior Corporate Administrator

Encs.

RECEIVED

JAN 02 2008

Mossack Fonseca & Co.
B.V.I. Ltd.

Trecia Durrant

From: *Mossack Fonseca & Co. BVI Ltd
Sent: Wednesday, November 28, 2007 6:24 PM
To: 'mwmabacus@surfbvi.com'
Cc: 'mwalker@mwmabacus.com'
Subject: 4 TRANSFERS TO MOSSACK

Dear Sirs;

We have been instructed by our Client to contact your office regarding the change of Registered Office/Agent of the above mentioned Companies to our firm.

Attached is a copy of the Resolution of the Directors for these Companies authorizing the transfer.

Assuming that there are no outstanding invoices for past services and that you are not aware of any reason why we should not act as Registered Office/Agent of the Company, could you please file this transfer at VIRRGIN so we can proceed with the endorsement from our end.

Also, please be so kind to send us the corporate documents for this Company, to wit:

- 1) The Company's Memorandum and Articles of Association and any amendments thereto;
- 2) A copy of the Certificate of Incorporation;
- 3) Resolutions of the Company;
- 4) An impression of the corporate seal;
- 5) Register of Members;
- 6) Register of Directors; and,
- 7) Any other documents, books or records which may be kept at the Registered Office.

We now look forward to receipt of your response in this regard.

Yours sincerely
MOSSACK FONSECA & CO. (BVI) LTD.

Trecia Vanterpool-Durrant

RF/tmvd

Company Search Form

Date:

Company Name	SUN TOUCHER LTD										
IBC N°	509268			Date of Incorporation	Day 15 Month 08		Year 02				
Registered Agent	Abacus Trust										
Registered Office	Box 3339										
Good Standing	Yes				No				If Yes, date of payment		
	If No, struck off on										
Last Licence fee paid:	91	92	93	94	95	96	97	98	99	00	
	01	02	03	04	05	30-Nov 06	07	08	09	10	
Register of Mortgages	Yes				No <input checked="" type="checkbox"/>				If Yes, dates		
Authorized capital	USD 50,000.00 divided into 50,000 shares of with a par value of 1.00 ea.										
Type of shares allowed	Bearer <input type="checkbox"/>			Registered <input checked="" type="checkbox"/>			No Par value				
Transfer of Shares:	Directors or Members			Directors <input checked="" type="checkbox"/>			Members		Directors and Members		
Objects and Powers:											
Amendments to the M&AA	Directors or Members <input type="checkbox"/>			Directors			Members		Directors and Members		
Winding Up & Dissolution	Yes				No				If Yes, dates		
Directors	Minimum			1			Maximum		7		
	Quorum						Sole Director				
Shareholders Meeting:	Yes <input checked="" type="checkbox"/>			No			Proxy rep. for Shareholders		Yes No		
Notes											

CERTIFICATE OF INCUMBENCY

of

Suntoucher Ltd.

We, **MOSSACK FONSECA & CO. (B.V.I.) LTD.** in our capacity as Registered Agent of **Suntoucher Ltd.**, a British Virgin Islands Business Company (the "Company"), do hereby certify the following:

1. The name of the Company is **Suntoucher Ltd.**
2. The above Company was first incorporated under the provisions of the International Business Companies Act (CAP. 291) on the 15th day of **August, 2002**, as Company No. **509268** of the Register of International Business Companies. The Company has been Re-Registered under the provisions of the Business Companies Act, 2004 on the 1st day of January, 2007.
3. The Registered Agent of the Company is **Mossack Fonseca & Co. (B.V.I.) Ltd.**, P.O. Box 3136, Road Town, Tortola, British Virgin Islands.
4. The Registered Office of the Company is **Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands.**
5. The authorized capital of the Company is **US\$50,000.00** divided into 50,000 shares with a par value of **US\$1.00** each.
6. In so far as is evidenced by the documents filed at the Registered Office, the Company is in existence and in good standing.
7. According to the documents filed on the Company's file as at **9th January, 2008**, there are no actions, pending or threatened, against the Company and no action has been taken to wind-up the Company or to appoint a receiver or manager.
8. According to our records the Company has not created any charges over its assets.
9. According to the records available at the Registered Office of the Company, the Director of the Company is:

Director:

Pan-Invest Management Ltd

Date of Appointment:

31st October, 2007

10. According to the records available at the Registered Office of the Company, the Secretary of the Company is:

Name:

Trustone Services Ltd

Date of Appointment:

31st October, 2007

11. According to the records available at the Registered Office of the Company, the Shareholder of the Company is:

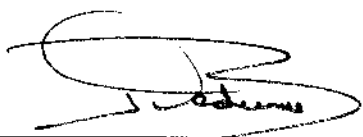
Member:

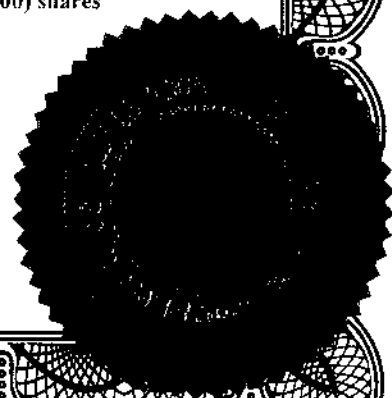
Smooth Winds Ltd.

No. Of Shares:

One Hundred (100) shares

Dated this 9th day of January, 2008.


J. Nizbeth Maduro -Assistant Secretary
For and on behalf of
Mossack Fonseca & Co. (BVI) Ltd.
Registered Agent





Home | Logout

[Agent: Mossack Fonseca & Co. (BVI) Ltd. (Staff)]

Company Inquiry

Company No. : 509268
 Company Name : Suntoucher Ltd.
 Status : Active

OIS Payment History:

Trans Date	Description	Amount	Receipt No.	Amount	License Year
08/03/2006	ADDITIONAL RO/RA CHANGE FEES	25	454364	25	-
12/04/2006	Certificate of Good Standing, IBC	15	460694	15	-
12/04/2006	M/A Certified, IBC	300	460694	300	-
15/08/2002	Incorporation Fee, Capital up to \$50000	25	253199	25	-
27/04/2006	Certificate of Incorporation, IBC	25	463015	25	-
28/02/2006	RO/RA change within 30 days, IBC	350	453379	350	-
30/1/2006	License Fees		504186		2006

VIRRGIN Payment History:

Transaction Date	Description	Transaction No.	Receipt No.	Amount
17/12/2007	Notice of Change of Registered Agent (with Change of Registered Office Address)	T070931082	RCS000000000270932	100.00
17/12/2007	Notice of Change of Registered Agent (with Change of Registered Office Address)	T070931106	RCS000000000270936	100.00

11/12/2007

Annual Submission - Licence Fees (50K Shares or less)

T070916819 RCS00000000267296 385.00



Year	License Fee	Penalty Bearer Fee.	Total Amount
2007	350.00	35.00	385.00
Restoration Fee		0.00	0.00
Total	350.00	35.00	385.00



IBC # 509268

FILED

FEB 28 2006

REGISTRY OF CORPORATE AFFAIRS
BVI FINANCIAL SERVICES COMMISSION

Suntoucher Ltd.
(the Company)

INCORPORATED UNDER THE BRITISH VIRGIN ISLANDS INTERNATIONAL
BUSINESS COMPANIES ORDINANCE (No. 8 OF 1984).

THE FOLLOWING IS AN EXTRACT OF A RESOLUTION PASSED BY THE
DIRECTOR OF THE COMPANY ON JANUARY 27, 2006.

AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED, that the existing clauses 2 and 3 under the respective captioned headings of the Company's Memorandum of Association be deleted in their entirety and be replaced with the new clauses 2 and 3 as follows:

REGISTERED OFFICE

2. The Registered Office of the Company will be at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

REGISTERED AGENT

3. The Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

SHARE TRANSFER

I, **Walid ABBOUD**, of 20 Av. V. Traian St., ap. no. 3, Bucharest 1, Romania , in consideration of the sum of EUR 70,000,000.00 paid or to be paid to me by Smooth Winds Ltd. of 2nd Floor, Geneva Place, 333 Waterfront Drive, P.O. Box 3339, Road Town, Tortola, British Virgin Islands

DO HEREBY TRANSFER TO Smooth Winds Ltd. one hundred (100) common shares in Suntoucher Limited ("the Company") standing in my name in the books of the Company **TO HOLD** unto the said **Smooth Winds Ltd.** its successors and assigns subject to the several conditions on which I held the same on the execution hereof **AND** the said **Smooth Winds Ltd.** do hereby agree to take the said shares subject to the same conditions

AS WITNESS our hands the 21st day of December 2005.

Transferor

Transferee

Walid ABBOUD

Smooth Winds Ltd.



.....
Abacus Management Limited

.....
Abacus Managers Limited

.....
Witness

.....
Witness

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Walid ABBOUD, whose address for the purposes of this Agreement is 20 Av. V. Traian St., ap. no. 3, Bucharest 1, Romania (hereinafter referred to as "**the Vendor**")

AND

Smooth Winds Ltd., a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 657670 whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "**the Purchaser**")

RECITALS:

- A. WHEREAS**, the Vendor owns one hundred (100) common shares in the issued share capital of Suntoucher Limited ("**the Shares**"), such shares being the entire issued share capital of Suntoucher Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Tortola, British Virgin Islands ("**the Company**").
- B. WHEREAS**, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Suntoucher Limited

'Shares' the one hundred (100) issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to it and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EUR 70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount(s) set out in Schedule I hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement from each of them executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever;
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;

- 4.3.2 the statutory books of the Company, complete and up-to-date;
- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 Board Meetings of the Company shall be held at which (or written resolutions executed by which):
 - 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
 - 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
 - 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.
- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

Abacus Managers Limited and / or Abacus Management Limited

2nd Floor Geneva Place

333 Waterfront Drive

P.O. Box 3339

Road Town, Tortola

British Virgin Islands

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:

Walid ABBOUD

A&D Pharma Holdings

2 Marasesti Blvd., Bucharest 4

Romania

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may be also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability

- 13.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14 Counterparts

- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)


Valid ABBOUD

.....
Witness

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)

Abacus Managers Limited
DIRECTOR

Abacus Management Limited
DIRECTOR

.....
Witness

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Walid Abboud Villa Abboud Abboud, Mazraat Yachouh Metn, Lebanon	100 common shares	EURO 70,000,000.00

SCHEDULE 2

Details of the Company

Part 1: The Company

Company Number: 509268
Date of Incorporation: August 15, 2002
Share Capital:
Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each
Issued: 100 common shares
Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Tortola, British Virgin Islands
Directors: Amaco Management (B.V.I.) Limited

CONSENT ACTION OF THE SOLE DIRECTOR**OF****SUNTOUCHER LTD.**

THE UNDERSIGNED, being the sole member of the Board of Directors of SUNTOUCHER LTD. (the "Company"), a Company organized as an International Business Company under the laws of the British Virgin Islands, hereby consents to the adoption of the following resolution taken without a meeting, this instrument to have the same force and effect as if the actions herein referred to had been taken at a timely called and duly held meeting of the Board of Directors of the Company and directs that this written consent to such actions be filed with the minutes of the proceeding of the Board of Directors of the Company;

IT IS HEREBY RESOLVED:

- that, pursuant to section 16(1) of the International Business Companies Act, 1984,

1. section 2 of the Memorandum of Association be changed to read as follows:

REGISTERED OFFICE

The Registered Office of the Company will be the offices of Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or such other place within the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

2. section 3 of the Memorandum of Association be changed to read as follows:

REGISTERED AGENT

The Registered Agent of the Company will be Trident Trust Company (B.V.I.) Limited, or such other qualified person in the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

This Consent shall be dated July 31, 2003



Laurel Invest Inc.
Sole Director

FILED

AUG 28 2003

Suntoucher Ltd.

REGISTRY OF COMPANIES AFFAIRS
BVI FINANCIAL SERVICES COMMISSION

INCORPORATED UNDER THE BRITISH VIRGIN ISLANDS INTERNATIONAL BUSINESS COMPANIES ACT (CAP. 291) AS AMENDED ON THE 15TH DAY OF AUGUST, 2002.

IN ACCORDANCE WITH SECTION 16 OF THE INTERNATIONAL BUSINESS COMPANIES ACT, NOTICE IS HEREBY GIVEN THAT THE FOLLOWING RESOLUTION WAS DULY PASSED BY THE SOLE DIRECTOR OF THE COMPANY DATED 31ST DAY OF JULY, 2003.

IT IS HEREBY RESOLVED

that, pursuant to section 16(1) of the International Business Companies Act:

2) section 2 of the Memorandum of Association be changed to read as follows:

2. REGISTERED OFFICE

The Registered Office of the Company will be the offices of Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or such other place within the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

3) section 3 of the Memorandum of Association be changed to read as follows:

3. REGISTERED AGENT

The Registered Agent of the Company will be Trident Trust Company (B.V.I.) Limited, or such other qualified person in the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

oooOooo



ABACUS

Abacus Trust and Management Services Limited
Geneva Place, 2nd Floor, 333 Waterfront Drive
Road Town, Tortola, British Virgin Islands

December 27, 2007

Mailing Address:
P.O. Box 3339
Road Town, Tortola
British Virgin Islands

HAND DELIVERED

Mossack Fonseca & Co. (BVI) Ltd.

Akara Building
Wickhams Cay 1
P.O. Box 3136
Road Town, Tortola
British Virgin Islands

Telephone: 284-494-4388
Facsimile: 284-494-3088
Email: info@mwmabacus.com
Web: www.mwmabacus.com

Dear Sirs:

Re: Suntoucher Ltd. – BC No. 509268
Consulthill Ltd. – BC No. 509269
Dream Catcher Holdings Ltd. -BC No. 509265

At the request of our client to transfer the administration of the above captioned companies to yourselves, we are pleased to enclose the following documents:

1. Original Memorandum and Articles of Association;
2. Copy of Certificate of Incorporation;
3. A copy of Appointment of first director;
4. Copies of corporate minutes held on file;
5. Register of directors and
6. Register of Members.

Kindly acknowledge receipt of documents in due course.

Yours sincerely,

Sophia A.M. Durante
Corporate Manager

Annette Mactavious
Senior Corporate Administrator

Encs.

RECEIVED

JAN 02 2008

Mossack Fonseca & Co.
B.V.I. Ltd.

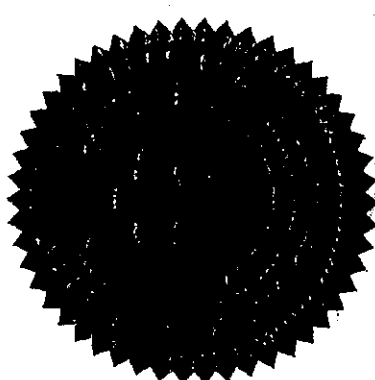
TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE INTERNATIONAL BUSINESS COMPANIES ACT
(CAP. 291)

CERTIFICATE OF INCORPORATION (SECTIONS 14 AND 15)

No. 509269

The Registrar of Companies of the British Virgin Islands HEREBY CERTIFIES
pursuant to the International Business Companies Act, Cap. 291 that all
the requirements of the Act in respect of incorporation having been satisfied,
Consulthill Ltd.

is incorporated in the British Virgin Islands as an International Business
Company this 15th day of August, 2002.



Given under my hand and seal at
Road Town, in the Territory of the

British Virgin Islands

REGISTRAR OF COMPANIES

Ag. Asst.

CRTI001B

**Consulthill Ltd.
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Ordinance, 2004, the Company shall cause to be kept a Share Registers. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered Agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Folio: BREEZ

**Member Name: Breezi Carm Holdings Inc.
c/o Geneva Palace, 2nd Floor
#333 Waterfront Drive
P.O. Box 3339, Road Town
Tortola, British Virgin Islands**

Date Membership Commenced: 21-Dec-05

Date Membership Ceased: N/A

Share Certificate Number	Date	Acquisitions		Notes
		Number	Class	
-	21-Dec-05	100	Ordinary Shares	From LUDOV

Disposals			
Transfer Number	Transmission Number	Date	Notes

Shares Currently Held: 100

**Consulthill Ltd.
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Ordinance, 2004, the Company shall cause to be kept a Share Registers. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered Agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Folio: LUDOV

**Member Name: Ludovic Charles Simon Robert
c/o PricewaterhouseCoopers
1-5 Costache Negri Street
Bucharest 5, Romania**

Date Membership Commenced: 15-Aug-02

Date Membership Ceased: 21-Dec-05

Share Certificate Number	Transfer Number	Date	Acquisitions		Notes
			Number	Class	
1	-	15-Aug-02	100	Ordinary Shares	Allotment

Disposals					
Transfer Number	Transmission	Date	Number	Class	Notes
1	-	21-Dec-05	100	Ordinary Shares	To BREEZ

Shares Currently Held: NIL

**Consulthill Ltd.
REGISTER OF DIRECTORS & OFFICERS**

Under Section 118 of the British Virgin Islands Business Companies Act, 2004 (the "Act"), a company shall cause to be kept a Register of Directors. Section 96 of the Act mandates that the original or a copy thereof must be kept at the office of the Registered Agent of the Company in the British Virgin Islands and where a copy of this register is maintained at the office of its British Virgin Islands Registered Agent, the Registered Agent must be advised of any changes to the register within 15 days of such change. The Company is also mandated by Section 96 of the Act to provide its British Virgin Islands Registered Agent with a written record of the physical address of the place(s) where the original register is kept, if not kept at the office of its BVI registered Agent and must notify its BVI registered agent of any changes to such physical address within 14 days of the change. Failure to comply with the foregoing constitutes an offence in respect of which the Company may be subject to a fine.

Directors

Name	Address	Date Appointed	Date Ceased	Notes
Abacus Management Limited	Geneva Place, 2nd Floor 333 Waterfront Drive P.O. Box 3339, Road Town Tortola, BVI	15-Aug-02	18-Aug-03	DIR
Laurel Investment Inc.	Trident Chambers P.O. Box 146 Road Town, Tortola British Virgin Islands	18-Aug-03	14-May-04	DIR
Amaco Management (B.V.I.) Ltd.	c/o Amaco (Curacao) N.V. Kaya W.F.G. (Jombi) Mensing 36 Curacao Netherlands Antilles	04-May-04		DIR

Secretaries

Name	Address	Date Appointed	Date Ceased	Notes
NONE				

Officers

Name	Address	Date Appointed	Date Ceased	Notes
NONE				

SHARE TRANSFER

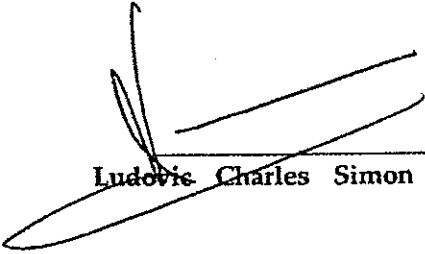
I, **Ludovic Charles Simon ROBERT**, of 37 Log. Luca Stroici St., Bucharest 2, Romania, in consideration of the sum of EUR 70,000,000.00 paid or to be paid to me by Breezi Carm Holdings Inc. of 2nd Floor, Geneva Place, 333 Waterfront Drive, P.O. Box 3339, Road Town, Tortola, British Virgin Islands

DO HEREBY TRANSFER TO Breezi Carm Holdings Inc. one hundred (100) common shares in Consulthill Limited ("the Company") standing in my name in the books of the Company **TO HOLD** unto the said **Breezi Carm Holdings Inc.** its successors and assigns subject to the several conditions on which I held the same on the execution hereof **AND** the said **Breezi Carm Holdings Inc.** do hereby agree to take the said shares subject to the same conditions

AS WITNESS our hands the 21st day of December 2005

Transferor

Transferee



Ludovic Charles Simon ROBERT

Breezi Carm Holdings Inc.

.....
Abacus Management Limited

.....
Abacus Managers Limited

.....
Witness

.....
Witness

INTERNATIONAL BUSINESS COMPANY

Share Certificate

CERTIFICATE NUMBER

1

NUMBER OF SHARES

100

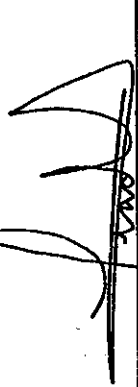
Consulthill Ltd.

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

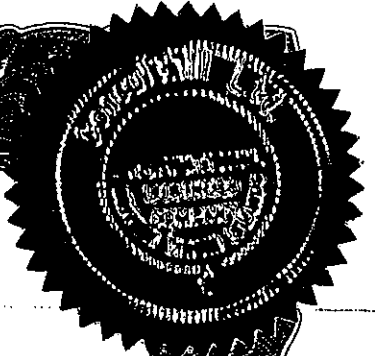
THIS IS TO CERTIFY THAT Ludovic, Charles, Simon, Robert*****

is the registered holder of one hundred shares in the above-named Company, subject to the Memorandum and Articles
of Association of the said Company.

Given this 15th day of August, 2002



Abacus Management Limited
Director



TERRITORY OF THE BRITISH VIRGIN ISLANDS

CONSULHILL LTD.
(the "Company")

CERTIFICATE OF INCUMBENCY

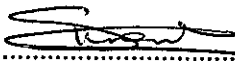
We, **ABACUS TRUST AND MANAGEMENT SERVICES LIMITED**, as Registered Agent of the Company, **DO HEREBY CERTIFY** that to the best of our knowledge and belief as at the date hereof the following are the duly elected/appointed Directors of the Company:

<u>Name</u>	<u>Position</u>
Amaco Management (BVI) Ltd	Director

IT IS FURTHER CERTIFIED that according to our records the resolutions electing/appointing the above named Directors remain in full force and effect and have not been altered or rescinded in any way.

Dated at Road Town, Tortola, British Virgin Islands this 5th day of May, 2006.

Abacus Trust and Management Services Limited
As Registered Agent

Per:.....
Sophia Durante
Authorised Signatory

Confidential Apostille copy Sent

INTERNATIONAL BUSINESS COMPANY

Share Certificate

CERTIFICATE NUMBER

2

NUMBER OF SHARES

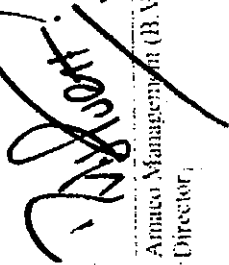
100

CONSULTHILL LIMITED

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

THIS IS TO CERTIFY THAT Rezezi Carr Holdings Inc. *****
is the registered holder of one hundred shares, at US\$1.00 per value, in the above-named Company, subject to the
Memorandum and Articles of Association of the said Company.

Given this 21st day of December 2005


Amico Management (B.V.I.) Ltd.
Director

Amico Management (B.V.I.) Ltd.
Director

CONSULTHILL Ltd.

(the 'Company')

**WRITTEN RESOLUTIONS OF THE DIRECTOR
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED, that the existing clauses 2 and 3 under the respective captioned headings of the Company's Memorandum of Association be deleted in their entirety and be replaced with the new clauses 2 and 3 as follows:

REGISTERED OFFICE

2. The Registered Office of the Company will be at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

REGISTERED AGENT

3. The Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

IT IS FURTHER RESOLVED that Abacus Trust and Management Services Limited be instructed to file the amended and restated Memorandum and Articles of Association with the Registry of Companies on or after January 27, 2006.

Dated: January 27, 2006



Amaco Management (BVI) Limited
Director

Consulthill Ltd.

(the Company)

**WRITTEN RESOLUTIONS OF THE DIRECTOR OF THE COMPANY ADOPTED
PURSUANT TO
THE MEMORANDUM AND ARTICLES OF ASSOCIATION
OF THE COMPANY**

CHANGE OF REGISTERED OFFICE AND REGISTERED AGENT

AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED, that the existing clauses 2 and 3 under the respective captioned headings of the Company's Memorandum of Association be deleted in their entirety and be replaced with the new clauses 2 and 3 as follows:

REGISTERED OFFICE

2. The Registered Office of the Company will be at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

REGISTERED AGENT

3. The Registered Agent of the Company will be Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands.

RESOLUTIONS ADOPTED BY THE MEMBERS OF CONSULHILL LTD., (the "Company"), established in the British Virgin Islands, as of May 4, 2004.

WHEREAS : the Members of the Company deem that it is in the best interest of the Company to accept the resignation of the Director LAUREL INVEST INC., as of 4.05.2004, 2004;

WHEREAS : the Members of the Company deem in the best interest of the Company to appoint AMACO MANAGEMENT (BVI) LTD., as Director of the Company, as of 4.05.2004, 2004;

RESOLVED : to accept the resignation of Messrs LAUREL INVEST INC., as Director of the Company as of 4.05.2004, 2004;

RESOLVED : to appoint Messrs AMACO MANAGEMENT (BVI) LTD., as Director of the Company, as of 4.05.2004, 2004;

IN WITNESS WHEREOF, this resolution has been adopted as of May 4, 2004.

Robert ROBERT

A large, stylized handwritten signature consisting of several overlapping lines, possibly representing the name 'Robert'.

Consulthill Ltd.
("The Company")

**WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR
PURSUANT TO ARTICLE 107 OF
THE ARTICLES OF ASSOCIATION OF THE COMPANY**

APPOINTMENT OF AN ADDITIONAL DIRECTOR

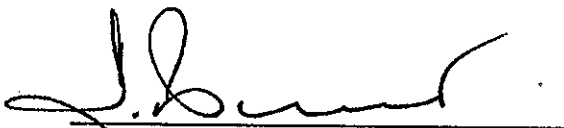
RESOLVED that Laurel Invest Inc. be appointed as an additional director of the Company with immediate effect.

FURTHER RESOLVED that a letter of acceptance received from Laurel Invest Inc. be accepted and form an integral part of this resolution.

RESIGNATION OF DIRECTOR

A letter of resignation signed by Abacus Management Limited was received.
RESOLVED that this resignation be accepted upon execution of this resolution.

Dated August 18, 2003.



Abacus Management Limited
(represented by Debbie Wilmot)

CONSENT ACTION OF THE SOLE DIRECTOR

OF

CONSULTHILL LTD.

THE UNDERSIGNED, being the sole member of the Board of Directors of ...
CONSULTHILL LTD. (the "Company"), a Company organized as an International
Business Company under the laws of the British Virgin Islands, hereby consents to the
adoption of the following resolution taken without a meeting, this instrument to have the
same force and effect as if the actions herein referred to had been taken at a timely called
and duly held meeting of the Board of Directors of the Company
and directs that this written consent to such actions be filed with the minutes of the
proceeding of the Board of Directors of the Company;

IT IS HEREBY RESOLVED:

- that , pursuant to section 16(1) of the International Business Companies Act, 1984,

- 1. section 2 of the Memorandum of Association be changed to read as follows:

REGISTERED OFFICE

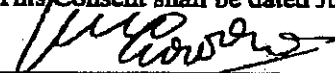
The Registered Office of the Company will be the offices of Trident Trust
Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town,
Tortola, British Virgin Islands or such other place within the British Virgin
Islands as the Company from time to time may determine by a resolution of
directors.

- 2. section 3 of the Memorandum of Association be changed to read as follows:

REGISTERED AGENT

The Registered Agent of the Company will be Trident Trust Company (B.V.I.)
Limited, or such other qualified person in the British Virgin Islands as the
Company from time to time may determine by a resolution of directors.

This Consent shall be dated July 31, 2003


Laurel Invest Inc.
Sole Director

Laurel was appointed Director
Aug-18-03 so they should not have
Signed prior to that date.
Resolutions should be done to ratify
actions done by them. Sep. 7. 07
ON

FILED

AUG 28 2003

Consulthill Ltd.

**REGISTRY OF CORPORATE AFFAIRS
BVI FINANCIAL SERVICES COMMISSION**

INCORPORATED UNDER THE BRITISH VIRGIN ISLANDS INTERNATIONAL BUSINESS COMPANIES ACT (CAP. 291) AS AMENDED ON THE 15TH DAY OF AUGUST, 2002.

IN ACCORDANCE WITH SECTION 16 OF THE INTERNATIONAL BUSINESS COMPANIES ACT, NOTICE IS HEREBY GIVEN THAT THE FOLLOWING RESOLUTION WAS DULY PASSED BY THE SOLE DIRECTOR OF THE COMPANY DATED 31ST DAY OF JULY, 2003.

IT IS HEREBY RESOLVED

that, pursuant to section 16(1) of the International Business Companies Act:

2) section 2 of the Memorandum of Association be changed to read as follows:

2. REGISTERED OFFICE

The Registered Office of the Company will be the offices of Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or such other place within the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

3) section 3 of the Memorandum of Association be changed to read as follows:

3. REGISTERED AGENT

The Registered Agent of the Company will be Trident Trust Company (B.V.I.) Limited, or such other qualified person in the British Virgin Islands as the Company from time to time may determine by a resolution of directors.

oooOooo

CONSULTHILL LTD.
(The Company)

**WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR
PURSUANT TO ARTICLE 107 OF
THE ARTICLES OF ASSOCIATION OF THE COMPANY**

BANKER

RESOLVED that Deutsche Bank AG of Herengracht 450-454, NL - 1017, CA, Amsterdam be and hereby is appointed as the banker of the Company and that the resolutions as contained in the bank's usual mandates be adopted.

FURTHER RESOLVED that Meade Malone, an authorized representative of Abacus Management Limited be appointed to open, operate or close the said account, as well as to sign individually and certify to the bank any documents needed to comply with any requirements to effect the opening and to keep operative the said bank account, in the name and on behalf of the Company.

Dated: April 11, 2003



Abacus Management Limited
Director

CONSULTHILL LIMITED
("The Company")

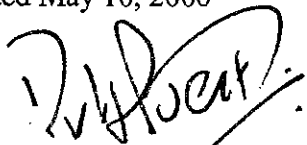
WRITTEN RESOLUTIONS OF THE DIRECTORS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

SALE OF ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY

NOTED that the shareholder(s) have decided and resolved to sell and transfer all of the issued share capital in the Company (being one hundred (100) common shares) by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") to Breezi Carm Holdings Inc. (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

After review, **IT WAS RESOLVED** that it is hereby confirmed and ratified that the Directors are authorised to do all things necessary, pursuant to the SPA and otherwise, to give effect to the sale and transfer of the issued share capital of the Company to Breezi Carm Holdings Inc.

Dated May 10, 2006



DIRECTOR
Amaco Management (B.V.I.) Limited

By: Mr. Robert van 't Hoef
Title: Director

CONSULTHILL LIMITED
("The Company")

WRITTEN RESOLUTIONS OF THE MEMBERS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

SALE OF ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY

NOTED that the I, the sole shareholder of the Company has decided to sell all of my shares in the Company, being all of the issued share capital in the Company and to transfer same to Breezi Carm Holdings Inc. by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

After review, **IT WAS RESOLVED** that:

1. the SPA, the Transfer of Shares and all other documentation required to give effect to the sale and transfer of the shares shall be duly executed by and delivered by me, the sole shareholder of the Company. That I, the sole shareholder of the Company, shall do all things necessary to give effect to the sale and transfer of the issued share capital of the Company to Breezi Carm Holdings Inc.
2. the Directors are hereby authorised to do all things necessary, pursuant to the SPA and otherwise, to give effect to the sale and transfer of the issued share capital of the Company to Breezi Carm Holdings Inc.

Dated 21 of December, 2005


Ludovic Charles Simon ROBERT

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Ludovic Charles Simon ROBERT, whose address for the purposes of this Agreement is 37 Log. Luca Stroici St., Bucharest 2, Romania, (hereinafter referred to as "the Vendor")

AND

Breezi Carm Holdings Inc., a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 683317 whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Consulthill Limited ("the Shares"), such shares being the entire issued share capital of Consulthill Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

- 1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Consulthill Limited

'Shares' the one hundred (100) issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EUR 70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount(s) set out in Schedule 1 hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement from each of them executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever;
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;

- 4.3.2 the statutory books of the Company, complete and up-to-date;
- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 Board Meetings of the Company shall be held at which (or written resolutions executed by which):
 - 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
 - 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
 - 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.
- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

Abacus Managers Limited and / or Abacus Management Limited

2nd Floor Geneva Place

333 Waterfront Drive

P.O. Box 3339

Road Town, Tortola

British Virgin Islands

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:

Ludovic Charles Simon ROBERT

c/o A&D Pharma Holdings

2 Marasesti Blvd., Bucharest 4

Romania

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may be also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability

- 13.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

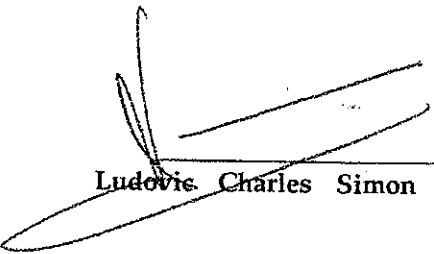
14 Counterparts

- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

SIGNED SEALED and DELIVERED)

by VENDOR in the presence of)



Ludovic Charles Simon ROBERT

.....
Witness

THE COMMON SEAL of PURCHASER)

was hereunto affixed in the presence of)

Abacus Managers Limited

DIRECTOR

Abacus Management Limited

DIRECTOR

.....
Witness

SCHEDULE 2

- Details of the Company

Part 1: The Company

Company Number: 509269

Date of Incorporation: August 15, 2002

Share Capital:

Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each

Issued: 100 common shares

Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Tortola, British Virgin Islands

Directors: Amaco Management (B.V.I.) Limited

CONSULTHILL LIMITED
("The Company")

**WRITTEN RESOLUTIONS OF THE MEMBERS
PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

SALE OF ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY

NOTED that the I, the sole shareholder of the Company has decided to sell all of my shares in the Company, being all of the issued share capital in the Company and to transfer same to Breezi Carm Holdings Inc. by virtue of a Share Purchase Agreement dated December 21st, 2005 ("the SPA") (a copy of the SPA, the Transfer(s) and all other relevant documents are appended hereto and form part of this Resolution).

After review, **IT WAS RESOLVED** that:

1. the SPA, the Transfer of Shares and all other documentation required to give effect to the sale and transfer of the shares shall be duly executed by and delivered by me, the sole shareholder of the Company. That I, the sole shareholder of the Company, shall do all things necessary to give effect to the sale and transfer of the issued share capital of the Company to Breezi Carm Holdings Inc.
2. the Directors are hereby authorised to do all things necessary, pursuant to the SPA and otherwise, to give effect to the sale and transfer of the issued share capital of the Company to Breezi Carm Holdings Inc.

Dated 21 of December, 2005

Ludovic Charles Simon ROBERT

**MOSSACK FONSECA & CO.
(BVI) LTD.**
Akara Bldg.
24 De Castro Street
Wickhams Cay J
P. O. Box 3136
Road Town, Tortola
British Virgin Islands
T (284) 494-4840 / 494-4976
F (284) 494-4841 / 494-5884
E general@mossfon-bvi.com

MF BAHAMAS
T (242) 322-7601
F (242) 322-5807
E bahamas@mossfon.com

MF PANAMA
T (507) 263-8899 / 264-2322
F (507) 263-9218 / 263-7914
(507) 263-7327 Corporations
E MF@mossfon.com

MF SAMOA
T (685) 32684 / (685) 32685
F (685) 32683
E samoa@mossfon.com

MF SEYCHELLES
T (248) 324866
F (248) 324867
E seychelles@mossfon.com

GLOBAL OFFICES

EUROPE
CYPRUS
CZECH REPUBLIC
GENEVA
ISLE OF MAN
JERSEY
LIECHTENSTEIN
LONDON
LUGANO
LUXEMBOURG
ZUG
ZURICH

LATIN AMERICA
BRAZIL
BOQUETE PANAMA
GUATEMALA
PERU
URUGUAY
VENEZUELA

ASIA
HONG KONG
DA LIAN
HANGZHOU
NINGBO
QINGDAO
SHANGHAI
SHENZHEN
SINGAPORE
THAILAND
UNITED ARAB EMIRATES
CORRESPONDENTS
VANCOUVER

VIA COURIER

*Fedex 7918 3185
0137*

Our Ref: RF/tmd

14th January, 2008

Mr. Antonis Avraam
Pan-Invest Management Ltd.
6 Demostheni Severi Avenue
Presidium Building
1080 Nicosia
Cyprus

Dear Mr. Avraam.

**Re: Brenton Resources Limited
Suntoucher Ltd.
Consulthill Ltd.
Dream Catcher Holdings Ltd.
SMOOTH WINDS LTD.
FUTURE SUN HOLDINGS INC.
BREEZI CARM HOLDINGS INC.
WYNDING INVESTMENTS INC.**

We are pleased to enclose the Original Certificate of Incumbency for each of the subject Companies.

Our invoice will be issued under separate cover.

Please feel free to contact us if you require any further assistance.

Yours sincerely,
MOSSACK FONSECA & CO. (B.V.I.) LTD.

RF/tmd

Encls

Officer: TRECIA VANTERPOOL general@mossfon-bvi.com
Substitute: MEHILIN SANCHEZ general@mossfon-bvi.com
Substitute: CORPORATIONS SPECIAL USER corporations@mossfon.com
Jurisdiction: BVI
Client: 22959 PAN-INVEST B.V. **Reference:** Mr. ANTONIS AVRAAM
Type of case: CHANGE OF REGISTERED AGENT TO US

Case Number: 1501845
File Number: 591313 **Quotation#::**
Company/Case Name: FUTURE SUN HOLDINGS LTD **Invoice#::**
Date Assigned: 22-11-2007
Case Status: OPEN
Estimated Day: 30
Days Elapsed: 37

Comments:

14-01-2008 08:14 AM
 14-01-2008 08:14 AM

E 11-01-2008 09:36:27 AM TRECIA VANTERPOOL - Dear Client, may we please have your response to the DRAFT of the certificate sent yesterday.
E 10-01-2008 12:27:49 PM TRECIA VANTERPOOL - DRAFT of the Incumbency for approval.
I 10-01-2008 11:58:40 AM TRECIA VANTERPOOL - Payment history
E 10-01-2008 10:32:20 AM TRECIA VANTERPOOL - Resolutions, Minutes.
E 10-01-2008 10:27:55 AM TRECIA VANTERPOOL - Corporate documents
E 10-01-2008 10:25:18 AM TRECIA VANTERPOOL - Apostilled documents.
E 10-01-2008 10:23:42 AM TRECIA VANTERPOOL - Memorandum and Articles.
E 10-01-2008 10:19:10 AM TRECIA VANTERPOOL - Cover letter from Abacus.
E 09-01-2008 04:29:08 PM TRECIA VANTERPOOL - Many documents were delivered for this company. We are sorting same to prepare the DRAFT.
I 07-01-2008 10:09:13 PM MEHILIN SANCHEZ - Dear Trecia, if documents has not been received yet, please send a reminder to the current Registered Agent. Also, please bear in mind to prepare the draft for the client. Thanks and Regards, Mehilin
E 28-12-2007 08:34:39 AM TRECIA VANTERPOOL - In the interim, we will prepare a draft for you.

Comments:

E 28-12-2007 08:33:13 AM TRECIA VANTERPOOL - although we have evidence that we are the Registered Agent and provision of the officers i.e. directors, secretary and shares...we have yet to receive the corporate documents from Abacus Trust. Until receipt, we are unable to provide an Incumbency for the company as yet.

We telephoned Abacus minutes ago, and were informed that the corporate documents are being prepared and should be delivered to us today.

E 27-12-2007 12:27:37 PM

E 21-12-2007 03:34:00 PM TRECIA VANTERPOOL - Our office will be closed for the Christmas Holiday on 24th through 26th December, 2007. We will resume regular working hours on Thursday, 27th December at 8:00 a.m. and will close again on Tuesday, 1st January, 2008. We resume our regular working schedule on Wednesday, 2nd January, 2008 at 8:00 a.m.

HAPPY HOLIDAYS...

E 19-12-2007 11:41:59 AM TRECIA VANTERPOOL - NOTICE confirming the change to our firm.

E 17-12-2007 11:15:16 AM MEHILIN SANCHEZ - Awaiting the release of the company to our firm. Agent was contacted again.

I 17-12-2007 11:14:32 AM MEHILIN SANCHEZ - Message to Agent

E 17-12-2007 11:10:56 AM MEHILIN SANCHEZ - Message from client attaching resolution authorising the transfer.

I 04-12-2007 08:18:24 AM TRECIA VANTERPOOL - Still awaiting the search results in order to now contact the current RA.

I 03-12-2007 10:20:19 AM MEHILIN SANCHEZ - Dear Trecia, for your reference, I copy below client request in case 1496077

CLIENT COMMENTS - Please note the following BVI companies that are being transferred to Mossack:

From Abacus Management (BVI) Ltd.
BREZI CARM HOLDINGS LTD
WYNDING WINDS INVESTMENTS LTD
SMOOTH WINDS LTD
FUTURE SUN HOLDINGS LTD

Please let me know what documents you require from us for the transfer of the above companies. Once these are transferred to Mossack we will urgently require certificates of incumbency to be issued for all companies transferred showing the new details.

Regards,
Antonis Avraam
Pan-Invest Management Ltd

Thanks and regards, Mehilin

E 03-12-2007 10:18:10 AM TRECIA VANTERPOOL - Dear Client, we require a Resolution in the same format as those for CONSOUND, DREAM CATCHER etc.

E 23-11-2007 11:17:11 AM TRECIA VANTERPOOL - Search in progress to determine the status of the company.

I 22-11-2007 09:21:55 AM LATREECE WILSON - SPECIAL INSTRUCTIONS KINDLY REFER TO CLIENTS COMMENTS FOUND IN CASE NO. 1496077 21 11 2007 11 35:41 AM (PMA TIME)

E 22-11-2007 09:21:48 AM LATREECE WILSON - THIS CASE HAS BEEN ASSIGNED ON 22 NOV-2007 TO TRECIA VANTERPOOL(BVI) BY LATREECE WILSON(BVI)

THIS CASE HAS BEEN ASSIGNED ON 22-NOV-2007 TO TRECIA VANTERPOOL BY LATREECE WILSON

I - INTERNAL COMMENTS.

E - EXTERNAL COMMENTS, VISIBLE FOR THE CL



ABACUS

Abacus Trust and Management Services Limited
Geneva Place, 2nd Floor, 333 Waterfront Drive
Road Town, Tortola, British Virgin Islands

December 27, 2007

Mailing Address:
P.O. Box 3339
Road Town, Tortola
British Virgin Islands

HAND DELIVERED

Mossack Fonseca & Co. (BVI) Ltd.

Akara Building
Wickhams Cay 1
P.O. Box 3136
Road Town, Tortola
British Virgin Islands

Telephone: 284-494-4388
Facsimile: 284-494-3088
Email: info@mwmabacus.com
Web: www.mwmabacus.com

Dear Sirs:

**Re: SMOOTH WINDS LTD. - BC No. 657670
WYNDING INVESTMENTS INC. - BC No. 683315
BREEZE CARM HOLDINGS INC. - BC No. 683317
FUTURE SUN HOLDINGS INC. - BC No. 657672**

At the request of our client to transfer the administration of the above captioned companies to yourselves, we are pleased to enclose the following documents:

1. Original Memorandum and Articles of Association;
2. Copy of Certificate of Incorporation;
3. A copy of Appointment of first director;
4. Copies of Share certificate 1;
5. Share certificate No. 2;
6. Copies of corporate minutes held on file;
7. Register of directors and
8. Register of Members.

Kindly acknowledge receipt of documents in due course.

Yours sincerely,

Sophia A.M. Durante
Corporate Manager

Annette Mactavious
Senior Corporate Administrator

Encs.

RECEIVED

JAN 08 2008

**Mossack Fonseca & Co.
B.V.I. Ltd.**

Trecia Durrant

From: *Mossack Fonseca & Co BVI Ltd
Sent: Tuesday, December 04, 2007 3:17 PM
To: 'mwalker@mwmabacus.com'; 'mwmabacus@surfbvi.com'
Subject: FW: Transfer to Mossack Fonseca - BREEZI CARM HOLDINGS INC. / FUTURE SUN HOLDINGS INC.

Dear Sirs;

We have been instructed by our Client to contact your office regarding the change of Registered Office/Agent of the above mentioned Company to our firm.

Attached is a copy of the Written Resolution of the Directors for this Company authorizing the transfers.

Assuming that there are no outstanding invoices for past services and that you are not aware of any reason why we should not act as Registered Office/Agent of the Company, could you please file this transfer at VIRGIN so we can proceed with the endorsement from our end.

Also, please be so kind to send us the corporate documents for this Company, to wit:

- 1) The Company's Memorandum and Articles of Association and any amendments thereto;
- 2) A copy of the Certificate of Incorporation;
- 3) Resolutions of the Company;
- 4) An impression of the corporate seal;
- 5) Register of Members;
- 6) Register of Directors; and,
- 7) Any other documents, books or records which may be kept at the Registered Office

We now look forward to receipt of your response in this regard.

Yours sincerely
MOSSACK FONSECA & CO. (BVI) LTD.

Trecia Vanterpool-Durrant

RF/tmvd


November 16, 2007

The Directors
FUTURE SUN HOLDINGS INC.
Geneva Place, 2nd Floor
Wickham's Cay
Road Town, Tortola
British Virgin Islands

Dear Sirs:

We, Abacus Managers Limited, hereby tender our resignation as a Director of your Company, without compensation for loss of office.

Yours faithfully,



Abacus Managers Limited
Director

November 16, 2007

The Directors
FUTURE SUN HOLDINGS INC.
Geneva Place, 2nd Floor
Wickham's Cay
Road Town, Tortola
British Virgin Islands

Dear Sirs:

We, Abacus Management Limited, hereby tender our resignation as a Director of your Company, without compensation for loss of office.

Yours faithfully,



Abacus Management Limited
Director

TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004

CERTIFICATE OF GOOD STANDING
(SECTION 235)

The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES
that, pursuant to the BVI Business Companies Act, 2004,

FUTURE SUN HOLDINGS INC.

BVI COMPANY NUMBER: 657672

1. Is on the Register of Companies;
2. Has paid all fees, annual fees and penalties that are due and payable;
3. Has not filed articles of merger or consolidation that have not become effective;
4. Has not filed articles of arrangement that have not yet become effective;
5. Is not in voluntary liquidation; and
6. Proceedings to strike the name of the company off the Register of Companies have not been instituted.



REGISTRAR OF CORPORATE AFFAIRS
18th day of October, 2007

FUTURE SUN HOLDINGS INC.
(the "Company")

BENEFICIAL OWNER'S STATEMENT DATED OCTOBER 17, 2007

I Michel Charles Eid, 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 May 20, 2005 and executed on August 25, 2005 (the "Shares"), to transfer the Shares to **TRUSTONE NOMINEES LIMITED**, of Demostheni 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

Michel Charles Eid
Ultimate Beneficial Owner


INSTRUMENT OF TRANSFER OF SHARES

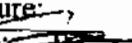
We, **ABACUS NOMINEE LIMITED**, of Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter called the "Transferor") in consideration of the sum of US\$1 (One US Dollar) to be paid to us by **TRUSTONE NOMINEES LIMITED** of 6 Demostheni Severis Avenue, 1080 Nicosia, Cyprus (hereinafter called the "Transferee"), do hereby transfer to the said Transferee 1 (One) unpaid share of US\$1 held by us in the undertaking called **FUTURE SUN HOLDINGS INC.** to hold unto the said Transferee, its executors, administrators and assigns. It is also hereby clarified that the responsibility and liability to pay to **FUTURE SUN HOLDINGS INC.** the amount of US\$1 (one US Dollar) representing the unpaid nominal value of the above-described share is transferred from us (the Transferor) to the Transferee and the said Transferee do hereby agree to take the said share in the aforementioned undertaking subject to the conditions aforesaid.

Dated this 17th day of October, 2007

Signature: _____
Name: Antonis Avraam
For Trustone Nominees Limited

Signature: _____
Name: _____

Signature: 
Name: Jesse Wilms
For Abacus Nominee Limited

Signature: 
Name: SOPHIA DURANTE

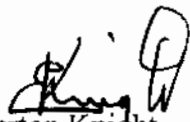
INSTRUMENT OF TRANSFER OF SHARES


We, **ABACUS NOMINEE LIMITED**, of Geneva Place, 2nd Floor, #333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter called the "Transferor") in consideration of the sum of US\$ 1 (One US Dollar) to be paid to us by **TRUSTONE NOMINEES LIMITED** of 6 Dimostheni Severis, no.6, Presidium, 2nd Floor, Flat/Office no. 21, P.C. 1080, Nicosia, Cyprus (hereinafter called the "Transferee"), do hereby transfer to the said Transferee 1 (One) unpaid share of US\$1 held by us in the undertaking called **FUTURE SUN HOLDINGS INC.** to hold unto the said Transferee, its executors, administrators and assigns. It is also hereby clarified that the responsibility and liability to pay to **FUTURE SUN HOLDINGS INC.** the amount of US\$1 (One US Dollar) representing the unpaid nominal value of the above-described shares are transferred from us (the Transferor) to the Transferee and the said Transferee do hereby agree to take the said shares in the aforementioned undertaking subject to the conditions aforesaid.

Dated this 17th day of October, 2007

Signature: _____
Name: Antonis Avraam
For Trustone Nominees Limited

Signature: _____
Name: _____
Witness: _____

Signature: 
Name: Everton Knight
For Abacus Nominee Limited

Signature: 
Name: Annette Mactavious
Witness: _____

Ref: Future Sun Holdings Inc.
Corporate Resolutions

A P O S T I L L E

(Convention de la Haye de 5 Octobre 1961)

1. Country : British Virgin Islands

This public document

2. has been signed by : Ms. Debbie Wilmot

3. Acting in the capacity of : Notary Public

4. Bears the Seal / Stamp of : Debbie H. C. Wilmot

C E R T I F I E D

5. At : Road Town, Tortola .

6. On : 10th October, 2006

7. By : Deputy Registrar, High Court

8. No. : H-08367-06

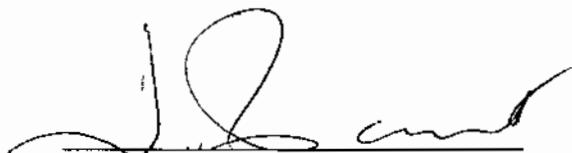
9. Seal/Stamp :



10. Signature : *Pauline*

I, Debbie H.C. Wilmot, Notary Public duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached original Corporate Resolutions for **Future Sun Holdings Inc.** is that of Sophia A.M. Durante, an authorised signatory of Abacus Trust and Management Services Limited, the Registered Agent of **Future Sun Holdings Inc.**

Dated: October 9, 2006



Debbie H.C. Wilmot
Notary Public
British Virgin Islands



CORPORATION RESOLUTION

DEPOSIT, CUSTODIAN AND CURRENT ACCOUNTS AND CREDIT TRANSACTIONS

~~1. Abacus Management Limited~~

XXXXXXXXXX Director of Future Sun Holdings Inc BVI
Secretary of
XXXXXXXXXX

a company duly incorporated and existing under the laws of ~~British Virgin Islands~~

described herein as 'the Company', hereby certify that the following is a true copy of resolutions adopted by the Board of Directors of the Company, at a meeting duly held, a quorum being present, on (date) May 5 2006 and that such resolutions are now in full force and effect:

1. 'Resolved, that ING Bank (Switzerland) Ltd (hereinafter ING), is designated a depository of the Company; and
2. 'Further Resolved, that all drafts, bills of exchange, cheques and other instruments, instructions or orders for the payment or withdrawal of funds drawn against the account or accounts of the Company with ING shall be signed, made or accepted on behalf of the Company by the following [Insert the titles and names of the officers and their method of signature].

Name	Title/Function	Method of signature
Abacus Management Limited	Director	jointly with Michel Eid
Abacus Managers Limited	Director	jointly with Michel Eid
Michel Eid	Attorney	jointly with Abacus Management Limited or jointly with Abacus Managers Limited

_____ and

3. 'Further Resolved, that ING is authorized to place to the credit of the account, or any of the accounts, of the Company, drafts, bills of exchange, cheques or other funds or property delivered to it for deposit for account of the Company, whether or not endorsed with the name of the Company by rubber stamp, facsimile, mechanical, manual or other signature, and any such endorsement by whomsoever affixed shall be the endorsement of the Company, or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomsoever made) for deposit to a specific account, then such deposit shall be to the credit of such specific account; and
4. 'Further Resolved, that ING is hereby directed to accept and/or pay and/or apply any draft, bill of exchange, cheque, instrument, instruction or order for the payment or withdrawal of funds drawn on the account or accounts of the Company or payable to the order of the Company and bearing the signature or signatures now or hereafter authorized by the Company, without limit as to amount, without inquiry and without regard to its application or that of its proceeds, including drafts, bills of exchange, cheques, instruments, instructions or orders for the payment or withdrawal of funds drawn or endorsed to the order of or in favour of any person whose signature appears thereon or any other officer or officers or agent or agents of the Company, which may be deposited with, or delivered or transferred to ING, or to any other person, firm or corporation, for the personal credit or account of any such officer or agent; and ING shall not be liable for any disposition which any such officer or agent shall make of all or any part of any draft, bill of exchange, cheque, instrument, instruction or order for the payment or withdrawal of funds drawn on such account or accounts or payable to the order of the Company or the proceeds thereof, notwithstanding that such disposition may be for the personal account or benefit or in payment of the individual obligation of any such officer or agent to ING, or otherwise; and
5. 'Further Resolved, that (a) ING is designated a custodian of the Company for the deposit of property of any nature, (b) the said officer(s) acting as above specified is/are authorized to request ING to open a Custodian Account in the name of the Company and is/are authorized to execute and deliver in the name and on behalf of the Company to ING a Custodian Agreement in the form required by ING, and (c) all withdrawals of funds, securities and/or other property from such Custodian Account and all orders to purchase, receive, exchange, sell or deliver funds, securities and/or other property from such Custodian Account shall be made upon the written order of the said officer(s) acting as above specified, and (d) without limit as to amount, without inquiry and without regard to the application of funds, securities and/or other property, ING is authorized to take any action relating to any such funds, securities and/or other property (including delivery or payment for the Company to any person ordering such delivery or payment and registration in the name of any nominee or otherwise) upon the written order of the said officer(s) acting as above specified; and

6. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to open deposit and current accounts in foreign currencies with ING, to purchase, sell, transfer, or dispose of for present or future delivery foreign moneys, credits or exchange on deposit or otherwise and all manner of instruments representative thereof by endorsement or otherwise; and to execute and deliver any instruments relating to any such transactions; and
7. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to execute and deliver in the name and on behalf of the Company to ING such agreements or instruments in connection with any account or accounts of the Company as he/they may deem necessary or proper; and
8. 'Further Resolved, that the Company borrow and/or obtain credit in United States dollars, English pounds or any foreign currency (including all manner of credits and/or letters of credit) from time to time from ING; and
9. 'Further Resolved, that the said officer(s) acting as above specified is/are authorized to execute and deliver any drafts, notes, agreements, trust receipts, security agreements, financing statements or other documents in connection with any loan and/or credit obtained from ING, and to endorse for discount or otherwise negotiable or non-negotiable instruments held by the Company; and
10. 'Further Resolved, that, from time to time, any property of any sort of the Company may be pledged, mortgaged, assigned or subjected to a security interest or lien as security for any liability of any sort of the Company and of third persons and that the said officer(s) acting as above specified is/are authorized to take any action and to execute and deliver any agreements or instruments relating to any such pledges, mortgages, assignments, security interests, or liens; and
11. 'Further Resolved, that the Secretary or Assistant Secretary of the Company shall certify to ING the names of the presently duly elected and qualified officers of the Company and shall from time to time hereafter, as changes in the personnel of said officers are made, immediately certify such changes to ING, which shall be fully protected in relying on such certifications of the Secretary or Assistant Secretary and shall be indemnified and held harmless from any and all loss, damage, liability, claims and expenses whatsoever resulting from honouring the signature of any officer so certified or refusing to honour any signature not so certified; and
12. 'Further Resolved, that ING, in addition to and with like effect as if acting upon orders or other instruments signed manually by the officer(s) designated in the foregoing resolutions, may act, in effecting any of the aforesaid transactions, upon instructions contained in any message received by it, transmitted by any form or agency of communication whatsoever, which purports to come from the Company and purports to be authenticated by a code or cipher (known as a private test key) which is then in force and agreed upon by ING and the said officer(s) acting as above specified; and
13. 'Further Resolved, that in consideration of ING acting in reliance upon the foregoing resolutions and the succeeding resolutions, it shall be fully protected in so acting and the Company agrees to indemnify and save harmless ING from and against any and all loss, damage, liability, claims and expenses whatsoever arising by reason of its so acting; and
14. 'Further Resolved, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by ING, and that receipt of said notice shall not affect any action taken by ING prior thereto; and
15. 'Further Resolved, that the Secretary or Assistant Secretary be, and he hereby is, authorized and directed to certify these resolutions to ING and that the provisions thereof are in conformity with the constitutive documents of the Company; and
16. 'Further Resolved, that the Company agrees to the "General Conditions" of ING, a copy of which has been presented to the Board and is attached to these minutes';

I further certify that there is no provision in the constitutive documents of the Company limiting the power of the Board of Directors to adopt the foregoing resolutions and that the same are in conformity with the provisions of said constitutive documents, neither of which requires or provides for any vote or consent of shareholders to authorize the adoption of such resolutions.

I further certify that the persons enumerated in number 2 above are the duly elected and qualified officers of the Company and hold in the Company the positions indicated there.

In Witness Whereof, the corporate seal of the Company was hereto affixed this

Date Oct 1 2006, in the presence of Julia Nichell


 Director for and on behalf of
 ABACUS MANAGEMENT LIMITED

Secretary

[PLEASE AFFIX CORPORATE SEAL]

PAYMENT INSTRUCTIONS

From: FUTURE SUN HOLDINGS INC.

To: ING Bank (Switzerland) Ltd.,

Re: Account 6384889

Dear Sirs,

1. Transfer instructions

We are expecting to receive on Account 6384889 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 6384889 we request that you transfer the entire balance on Account 6384889 in the following manner:

Amount to be transferred = percentage of amount on account	Beneficiary	Account number	Bank	Comments
100%	Mr. Michel Eid	6384900	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

FUTURE SUN HOLDINGS INC.,

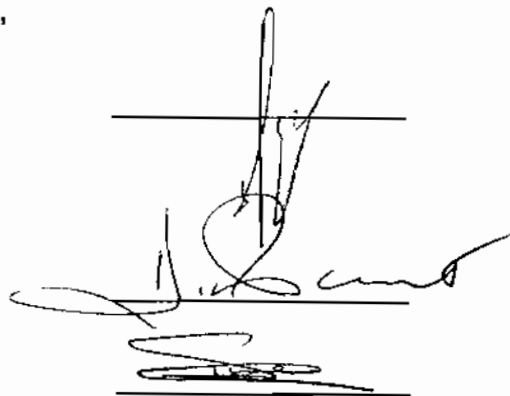
Michel Eid

Bucharest, September 20, 2006
Place and date

For and on behalf of
Abacus Management Limited

For and on behalf of
Abacus Managers Limited

Tordis BVL, Oct. 9 2006
Place and date

The image shows two handwritten signatures. The first signature is written over a horizontal line. The second signature is written below the first one, also over a horizontal line. The signatures are in black ink and appear to be cursive or semi-cursive.

14179

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Michel Charles Eid, whose address for the purposes of this Agreement is 2, Marasesti Str., Bucharest 4, Romania (hereinafter referred to as "the Vendor")

AND

Future Sun Holdings Inc. a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 657672), whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Dream Catcher Holdings Limited ("the Shares"), the Shares being the entire issued share capital of Dream Catcher Holdings Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands ("the Company").

- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Dream Catcher Holdings Limited

'Shares' the one hundred issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to it and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EURO €70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount set out in Schedule 1 hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever.
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;
 - 4.3.2 the statutory books of the Company, complete and up-to-date;

- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 A Board Meeting of the Company shall be held at which (or written resolutions executed by which):
- 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
- 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
- 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.
- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

**Abacus Nominees Limited and/or Abacus Managers Limited
and/or Abacus Management Limited
2nd Floor Geneva Place
333 Waterfront Drive
P.O. Box 3339
Road Town, Tortola
British Virgin Islands**

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:
- Michel Charles Eid
c/o A&D Pharma Holdings
2, Marasesti Str.,
Bucharest 4,
Romania**

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may be also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability

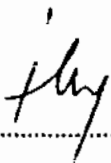
- 13.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.


14 Counterparts

- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)

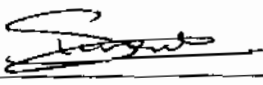

.....
Witness




Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and
on behalf of the said Michel Charles Eid

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)


.....
Witness



Abacus Managers Limited
DIRECTOR


Abacus Management Limited
DIRECTOR

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Michel Charles Eid 2, Marasesti Str., Bucharest 4, Romania	100 common shares	EURO €70,000,000.00.

SCHEDULE 2

Details of the Company

Company Number: 509265

Date of Incorporation: August 15th, 2002

Share Capital:

Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each

Issued: 100 shares

Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands

Director: Amaco Management (B.V.I.) Limited

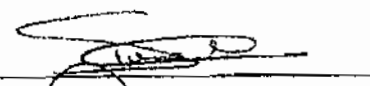
DECLARATION OF TRUST


By this Deed, we Abacus Nominee Limited of Geneva Place, 2nd Floor, Road Town, Tortola, British Virgin Islands, as nominee for Future Sun Holdings Inc. ("the Company") hereby acknowledge and declare that share certificate numbered one (1), representing one (1) common share ("the share") fully paid and issued in the Company and all dividends, bonuses, rights, and other privileges accrued or to accrue upon the same are held by us upon trust on behalf of Mr. Michel Charles Eid and his executors, administrators and assigns, and we hereby agree to transfer, pay and deal with the share and any dividends payable in respect thereof and any bonuses, rights and other privileges arising therefrom in such a manner as the Company or authorised representative shall from time to time direct.

In consideration of the foregoing the Company and Mr. Michel Charles Eid agree to indemnify and hold us harmless at all times against any and all actions, proceedings, liabilities, claims, losses, damages, costs and legal and other expenses on our part (if any), incurred or in any way arising in relation to the share or by reason of any act done or omitted to be done in reliance on the terms of this declaration or in reliance of any instructions hereafter given by any of them with respect to the share.

Subject to the above, we agree to assign the share to the Company, or as it shall direct, at its own cost.


IN WITNESS WHEREOF, the Common Seal of)
Abacus Nominee Limited was hereunto affixed on)
May 20, 2005 by Mrs. Sophia Durante , an authorised)
representative of the same, and the said Mrs. Sophia Durante)
inscribed her signature hereto in the presence of:)



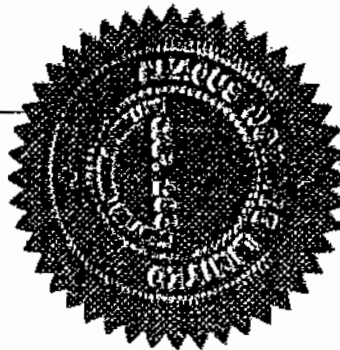


Ms. O. Nisbett
Witness

Agreed and Accepted:




Mr. Michel Charles Eid



Date: 25/08/05

CERTIFIED A TRUE COPY


ABACUS TRUST AND MANAGEMENT
SERVICES LIMITED
Date: November 14 2007

CORPORATE SECRETARIAL CERTIFICATION

The undersigned, Secretary/Assistant Secretary of the corporation named below (the "Corporation") hereby certify:

1. The following is a true copy of resolutions adopted by the Board of Directors of this Corporation at a meeting duly held, a quorum being present and acting throughout, and that such resolutions are now in full force and effect.

A. "RESOLVED, that FIRST CURACAO INTERNATIONAL BANK N.V., Curaçao, Netherlands Antilles, is designated a depository of this Corporation and in connection therewith this Corporation is authorized to execute and deliver to such Bank the eBanking Account Application and Terms and Conditions, and all other forms and Instructions (as defined in the eBanking Account Terms and Conditions) relating thereto as requested by First Curacao International Bank N.V. from time to time; and

FURTHER RESOLVED, that all drafts, checks and other instruments, wire transfer instructions and other orders for the payment of money drawn against the eBanking account or accounts of this Corporation with said depository shall be signed or otherwise authorized by any Level A, Level B and/or Level C signatory identified on the eBanking Account Application, in each case subject only to those Transaction Limits established by the Corporation on the eBanking Account Application, as modified from time to time in accordance with the User Management section; and

FURTHER RESOLVED, that said depository is hereby directed to accept, and/or pay and/or apply any draft, check, instrument or order for the payment of money, or any proceeds thereof, drawn on such account or accounts, whether paper or electronic, when signed or authorized as required by these resolutions without limit as to amount, without inquiry, and without regard to the disposition of any such item or any proceeds thereof, and said depository shall not be liable in connection therewith notwithstanding that such item may be payable to the order of a person whose signature appears thereon or of any other officer or officers, agent or agents of this Corporation, or such item or any proceeds thereof may be used or disposed of for the personal credit or account of any such person or persons, officer or officers, agent or agents with the depository or otherwise or in payment of the individual obligation of any such person or persons, officer or officers, agent or agents to the depository or otherwise; and

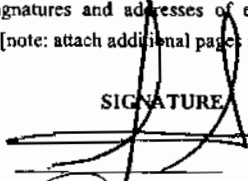
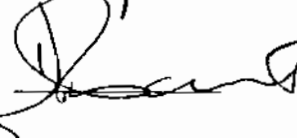
FURTHER RESOLVED, that any of the persons(s) named below are authorized to sign and implement for and in the name and on behalf of the Corporation, as they or any of them see fit, the terms of all agreements, instruments, drafts, certificates or other documents relating to any depository accounts or other business of this Corporation; and

FURTHER RESOLVED, that those Signatories identified on the User Management section of the eBanking Account Application are authorized to add new users, and remove and modify existing users in accordance with the authorization level set forth in the eBanking Account Application

B. FURTHER RESOLVED, that all existing eBanking resolutions (if any) in force at the date hereof with regard to the Corporation's accounts are hereby terminated; provided that all authorities, instructions, instruments and transactions executed in accordance with such resolutions prior to receipt by First Curacao International Bank N.V. of these certified Resolutions shall remain valid in all respects.

C. FURTHER RESOLVED, that the foregoing resolutions shall remain in full force and effect until receipt by the Bank of a duly certified copy of a resolution rescinding or amending the foregoing Resolutions."

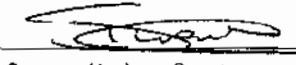
2. The following are the names, signatures and addresses of each of the Signatories (Level A, Level B and Level C, as applicable), Directors and Beneficial Owners of the Corporation [note: attach additional pages if necessary]:

NAME	SIGNATURE	ADDRESS	STATUS
Heade Malone		Geneva Place, 2nd fl.	(Director, Owner, Signatory) Authorized
Debbie Wilmot		Road Town, Tortola, B.V.I. Geneva Place, 2nd fl. Road Town, Tortola, B.V.I.	Signatory Authorized Signatory

Check if applicable: Continued in ____ Attachment page(s) annexed hereto.

IN WITNESS WHEREOF, I have signed this certification this 10th day of March, 2006

Name of Corporation : Future Sun Holdings Inc.


Secretary/Assistant Secretary

[seal]

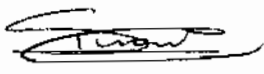
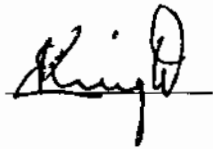
Name : Abacus Corporate Services Limited

ATTACHMENT TO CORPORATE SECRETARIAL CERTIFICATION
FOR

Future Sun Holdings Inc.

(Name of Corporation)

2. The following are the names, signatures and addresses of each of the Signatories (Level A, Level B and Level C, as applicable), Directors and Beneficial Owners of the Corporation [note: attach additional pages if necessary]:

NAME	SIGNATURE	ADDRESS	STATUS (Director, Owner, Signatory)
<u>Sophia Durante</u>		<u>Geneva Place, 2nd Fl. Road Town, Tortola, B.V.I.</u>	<u>Authorized</u>
<u>Everton Knight</u>		<u>Geneva Place, 2nd Fl. Road Town, Tortola, B.V.I.</u>	<u>Authorized Signatory</u>
_____	_____	_____	_____
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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: FUTURE SUN HOLDINGS INC. (hereinafter "the Client")


Registered office: Geneva Place, 2nd floor, #333 Waterford Drive Road Town, Tortola, B.V.I

Correspondence to be sent to (name and address, if different from above):

Same as above

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 (no. signatures)	Specimen signature
A. <u>Mr. Michel Charles Eid</u> Capacity: <u>Beneficial Owner</u>	<u>jointly only with any one Director</u>	
B. <u>Abacus Management Limited</u> Capacity: <u>Director</u>	<u>jointly with Mr. Eid</u>	<u>Director will be represented by any one of its authorized signatories as per the attached certified signatory list</u>
C. <u>Abacus Managers Limited</u> Capacity: <u>Director</u>	<u>jointly with Mr. Eid</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.

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 each 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:

Future Sun Holdings Inc.
Geneva Place, 2nd Floor, #333
Waterfront 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)

Address / Domicile, Country

Date of birth, nationality

Mr. Michael Charles Eid

4 Tresti Street, Bucharest

Date of Birth: 3rd June 1970

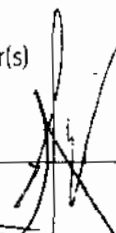
Sector 1 Romania

Nationality: Lebanese

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)

Michael Charles Eid 

Abacus Management Limited
represented by Meade Malone

Abacus Managers Limited
represented by Debbie Wilmot

Place and date

Road Town, Tortola B.V.I
Aug. 23. 2006

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)

Mr. Michael Charles Eid

Abacus Management Limited - Represented by Mr. Meade / Malone

Place and date

Road Town, Tortola, BVI

Abacus Managers Limited - Represented by

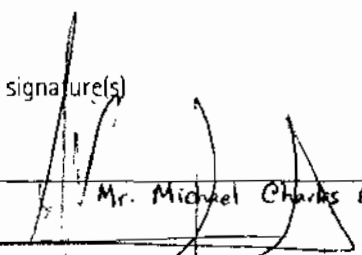
Holder:
FUTURE SUN HOLDINGS INC.

FIDUCIARY DEPOSITS MANDATE

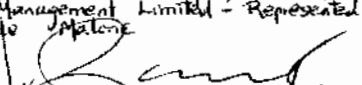
The undersigned (hereinafter "the Client") hereby give(s) to ING Bank (Switzerland) Ltd (hereinafter "the Bank") a Mandate to place funds, in the name of the Bank but as a fiduciary for the account and at the risk and peril of the Client, in the form of time deposits with banks located outside of Switzerland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


Mr. Michael Charles Eid

Abacus Management Limited - Represented by
Mr. Meade Malone


Abacus Management Limited - Represented by

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

Holder:

FUTURE SUN HOLDINGS 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)

Michael Charles Eric - Beneficial Owner

Abacus Management Limited - Represented by
Meade Malone

Place and date

Road Town Tortola

Abacus Management Limited - Represented by



Holder: FUTURE SUN HOLDINGS 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) Future Sun Holdings 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.

(4) Foundations and the like should be treated as trusts for U.S. tax purposes

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)
Mr. Michael Charles Eid - 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

COMPLEMENTARY SIGNATURE LIST
- Legal entity -

Name: _____ (hereinafter "the Client")

Registered office: _____

Correspondence to be sent to (name and address, if different from above):

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.

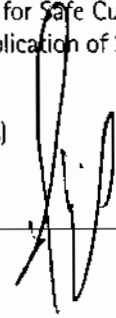
Full name and capacity	Signature (individual or joint signatures)	Specimen signature
_____ Capacity:	_____	
_____ Capacity:	_____	
_____ Capacity:	_____	
_____ Capacity:	_____	

By signing the present form, 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.

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. In case of dispute as to their terms, the original French version shall prevail.

- The present list completes the list of signatories already in possession of the Bank.
- The present list cancels and replaces the list of signatories already in possession of the Bank.

The Client - signature(s)



Place and date

INSTRUCTIONS

In case of a **Swiss company**, the form 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 form 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.

5.4 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

5.5 Communications may also be sent via facsimile and/or electronic mail and shall be deemed to be delivered when same is received by the other party.

6 Termination

6.1 This Agreement shall terminate upon the earlier of the following events:

6.1.1 The Vendor ceasing to hold the Shares in the Company;

6.1.2 Upon the Shares held by the Purchaser or the Vendor being transferred to any person not being a party to this Agreement; and

6.1.3 Breach by any party hereto of any of the respective obligations under this Agreement.

6.2 Termination of this Agreement for any cause shall not release a party from any liabilities which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act of omission prior to such termination.

7 Entire Agreement and Modifications

7.1 This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.2 This Agreement may not be amended except by a written agreement executed by the parties to this Agreement.

8 Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands.

8.2 Any dispute arising out of or relating to this Agreement or the transactions contemplated hereby shall be mediated by the parties' legal counsel.

9 Expenses

9.1 Except as otherwise expressly provided in this Agreement, Purchaser shall bear all expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

10 Further Assurances

- 10.1 Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfil the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and to execute such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated herein.

11 Waiver

- 11.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by any other party.

12 Assignment

- 12.1 No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

13 Severability


- 13.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14 Counterparts


- 14.1 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

SIGNED SEALED and DELIVERED)
by VENDOR in the presence of)

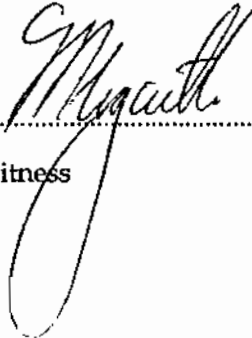


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Witness

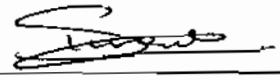


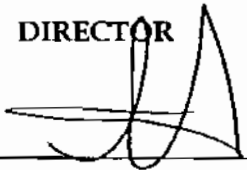
Michel Charles Eid
(Executed by Popescu Soriana,
appointed Attorney-in-Fact, for and
on behalf of the said Michel Charles Eid

THE COMMON SEAL of PURCHASER)
was hereunto affixed in the presence of)



.....
Witness



Abacus Managers Limited
DIRECTOR


Abacus Management Limited
DIRECTOR

SCHEDULE 1

Vendor's Holdings and Consideration

Vendor's Name and Address	Holding of Shares	Amount of Purchase Consideration
Michel Charles Eid 2, Marasesti Str., Bucharest 4, Romania	100 common shares	EURO €70,000,000.00.

SCHEDULE 2

Details of the Company

Company Number: 509265

Date of Incorporation: August 15th, 2002

Share Capital:

Authorised: US\$50,000.00 divided into 50,000 shares of US\$1.00 each

Issued: 100 shares

Registered Office: Trident Chambers, Wickhams Cay, P.O. Box 146, Road
Town, Tortola, British Virgin Islands

Director: Amaco Management (B.V.I.) Limited

FUTURE SUN HOLDINGS INC.
(the "Company")

An International Business Company
incorporated in the British Virgin Islands

Appointment of First Directors

The undersigned, ABACUS TRUST AND MANAGEMENT SERVICES LIMITED, being the subscriber to the Memorandum and Articles of Association of the Company and having the power to appoint first directors of the Company, hereby appoints the following as the first directors of the Company:

Abacus Management Limited
Abacus Managers Limited

Dated the 20th day of May, 2005



Abacus Trust and Management Services Limited
Subscriber

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made the 21st day of December, 2005:

BETWEEN:

Mr. Michel Charles Eid, whose address for the purposes of this Agreement is 2, Marasesti Str., Bucharest 4, Romania (hereinafter referred to as "the Vendor")

AND

Future Sun Holdings Inc. a company duly incorporated under the provisions of the International Business Companies Act (Company Registration Number 657672), whose registered office is located at the premises of Abacus Trust and Management Services Limited whose offices are located at Geneva Place, 2nd Floor, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Purchaser")

RECITALS:

- A. WHEREAS, the Vendor owns one hundred (100) common shares in the issued share capital of Dream Catcher Holdings Limited ("the Shares"), the Shares being the entire issued share capital of Dream Catcher Holdings Limited whose registered office is located at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands ("the Company").
- B. WHEREAS, the Vendor is desirous of selling the Shares to the Purchaser and the Purchaser wishes to acquire the Shares from the Vendor on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt of which and sufficiency of which is hereby acknowledged), the parties agree as follows:

OPERATIVE PROVISIONS:

1 Interpretation

1.1.1 In this agreement the following words and expressions have the following meanings:

'Company' means Dream Catcher Holdings Limited

'Shares' the one hundred issued common shares of the Company and being the entire issued share capital of the Company

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Any reference in this Agreement to the 'Vendor' includes his respective personal representatives.
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for Sale

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell as with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to it and with effect from the date of this Agreement.

3 Purchase Consideration

- 3.1 The purchase consideration for the Shares shall be the sum of EURO €70,000,000.00.
- 3.2 The Vendor shall be entitled to the purchase consideration in the amount set out in Schedule 1 hereof.

4 Completion

- 4.1.1 Completion of the purchase of the Shares shall take place at such location as the parties may agree immediately after the signing of this Agreement.
- 4.2 The Vendor shall deliver to the Purchaser:
 - 4.2.1 duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificate;
 - 4.2.2 the resignations of the directors from the Company (if required) with a written acknowledgement executed as a deed in such form as the Purchaser requires that it has no claim against the Company on any grounds whatsoever.
- 4.3 There shall be delivered or made available to the Purchaser:
 - 4.3.1 the seal and certificate of incorporation of the Company;
 - 4.3.2 the statutory books of the Company, complete and up-to-date;

- 4.3.3 the appropriate forms to amend the mandates given by the Company to its bankers.
- 4.4 The Vendor shall repay all monies then owing by him to the Company, whether due for payment or not.
- 4.5 A Board Meeting of the Company shall be held at which (or written resolutions executed by which):
- 4.5.1 such persons as the Purchaser may nominate shall be appointed additional directors;
- 4.5.2 the transfers referred to in clauses 4.2.1 shall be approved; and
- 4.5.3 the resignations referred to in clauses 4.2.2 shall be submitted and accepted.
- 4.6 Upon completion of the matters referred to in clauses 4.2 to 4.5 the Purchaser shall deliver to the Vendor's solicitors a banker's draft, or such other form of payment as the parties may agree, for the amount of the purchase consideration for the Shares.

5 Communications

- 5.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause.

- 5.2 Communications addressed to the Purchaser shall be marked for the attention of:

Abacus Nominees Limited and/or Abacus Managers Limited

and/or Abacus Management Limited

2nd Floor Geneva Place

333 Waterfront Drive

P.O. Box 3339

Road Town, Tortola

British Virgin Islands

- 5.3 Communications addressed to the Vendor shall be marked for the attention of:

Michel Charles Eid

c/o A&D Pharma Holdings

2, Marasesti Str.,

Bucharest 4,

Romania

SETTLEMENT AGREEMENT

THIS DEED is made the 28th day of December 2005,

BETWEEN: MICHEL CHARLES EID whose address for the purposes of this Agreement is 4 Iresti St., Bucharest 1, Romania ("the Lender")

AND: FUTURE SUN HOLDINGS INC., a Company incorporated under the laws of the British Virgin Islands and having its Registered Office at 333 Waterfront Drive, 2nd Floor Geneva Place, Road Town, Tortola, British Virgin Islands ("the Borrower")

RECITALS:-

- (1) Pursuant to a Share Purchase Agreement dated 21st December, 2005 with regard to the shares in Dream Catcher Limited ("the Shares"), between the Lender and the Borrower ("the SPA"), the Borrower agreed to purchase the Shares for EURO Seventy Million (•70,000,000.00) ("the Purchase Consideration").
- (2) Pursuant to paragraph 4.6 of the SPA, the Borrower is to pay the Lender the Purchase Consideration upon the completion of the SPA.
- (3) The parties entered into a Loan Agreement on December 19th, 2005, whereby the Lender has agreed to grant a loan in the amount of EUR Seventy Million (•70,000,000.00) ("the Principal Sum") to the Borrower.
- (4) The parties have agreed to set-off the Purchase Consideration due to the Lender against the Principal Sum that due to the Borrower as they are of equal quantum.

NOW THIS DEED WITNESSES as follows:

INTERPRETATION

1. In this Deed, unless inconsistent with the context, subject matter or circumstances:-

- (1) "the Borrower" includes persons deriving title under the Borrower.
- (2) "the Lender" includes his successors in title and assigns whether immediate or derivative.

- (3) the "Loan Amount" and "the Principal Sum" means the sum of EURO Seventy Million (•70,000,000.00).
- (4) An obligation imposed is to be performed, and a right, power or discretion conferred is exercisable, in each case, from time to time.
- (5) An obligation not to do something includes an obligation not to permit or suffer others to do it.
- (6) Notice, consent and approval must be in writing.
- (7) Words of one gender include any other gender and singular words include the plural and vice versa and words importing persons and all references to persons include corporations and firms.
- (8) Any reference in this Deed to any statute includes reference to any statutory modification or re-enactment of it for the time being in force.

SET-OFF

2. The parties agree as follows:

- (1) The Borrower is to pay the Lender the Purchase Consideration (•70,000,000.00) pursuant to paragraph 4.6 of the SPA upon the completion as set out in the SPA.
- (2) The Lender is to disburse the Principal Sum (•70,000,000.00) pursuant to paragraph 2. of the Loan Agreement.
- (3) In acknowledgement of the equal quantum of funds that each party is to respectively pay to the other simultaneously, the parties hereby agree to set-off these corresponding amounts. For the avoidance of doubt, neither party shall be required to pay the other any sums whatsoever pursuant to this agreement to set-off.

INCORPORATION BY REFERENCE

3. The parties hereby agree that the provisions of both the SPA and the Loan Agreement are hereby incorporated into the terms and conditions of this Agreement and forms a part thereof.

PROPER LAW AND JURISDICTION

4. (1) This Deed will be governed by and must be construed solely according to the Laws of the British Virgin Islands.
- (2) The Borrower submits for all purposes of or in connection with this Deed to the jurisdiction of the Courts of the British Virgin Islands.

ENTIRE AGREEMENT AND MODIFICATIONS

5. (1) This Deed supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Deed) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- (2) This Deed may not be amended except by a written agreement executed by the parties to this Deed.

ASSIGNMENT

6. (1) No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

COUNTERPARTS

7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SEVERANCE

8. If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Deed will not be impaired.

HEADINGS


9. The descriptive headings of the clauses and sub-clauses of this Deed have no bearing whatever on the interpretation of any provision of this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals upon this Deed the day and year first above written

EXECUTED as a Deed and)
Delivered for and on behalf of)
MICHEL CHARLES EID)
in the presence of:)

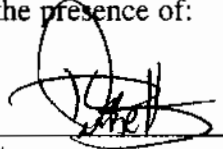


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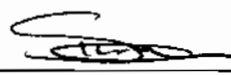
MICHEL CHARLES EID

EXECUTED as a Deed and)
Delivered for and on behalf of)
FUTURE SUN HOLDINGS INC.)
in the presence of:)



Witness

FUTURE SUN HOLDINGS INC.

Per: 

Director

LOAN AGREEMENT

THIS DEED is made the 19th day of December, 2005,

BETWEEN: MICHEL CHARLES EID whose address for the purposes of this Agreement is 4 Iresti St., Bucharest 1, Romania, ("the Lender").

AND: FUTURE SUN HOLDINGS INC., a Company incorporated under the laws of the British Virgin Islands and having its Registered Office at 333 Waterfront Drive, 2nd Floor Geneva Place, Road Town, Tortola, British Virgin Islands ("the Borrower")

RECITALS:-

- (1) The Lender has agreed to grant a loan in the amount of EURO Seventy Million (€70,000,000.00) to the Borrower to facilitate it fulfilling of its financial obligations.

NOW THIS DEED WITNESSES as follows:

INTERPRETATION

1. In this Deed, unless inconsistent with the context, subject matter or circumstances:-

- (1) "the Borrower" includes persons deriving title under the Borrower.
- (2) "the Lender" includes his successors in title and assigns whether immediate or derivative.
- (3) "Lien" means, with respect to any property, any mortgage, lien, pledge, charge, lease, easement, servitude, right of others, security interest or encumbrance of any kind over or in respect of property. For the purposes of this definition, any person will be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a seller or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to that property.
- (4) "the Principal Sum" means the sum of EURO Seventy Million (€70,000,000.00).
- (5) An obligation imposed is to be performed, and a right, power or discretion conferred is exercisable, in each case, from time to time.
- (6) An obligation not to do something includes an obligation not to permit or suffer others to do it.

- (7) Notice, consent and approval must be in writing.
- (8) Words of one gender include any other gender and singular words include the plural and vice versa and words importing persons and all references to persons include corporations and firms.
- (9) Any reference in this Deed to any statute includes reference to any statutory modification or re-enactment of it for the time being in force.

PAYMENTS

2. In consideration of the obligations, warranties, terms and conditions of this Deed:
 - (1) The Lender agrees to loan the Borrower EURO Seventy Million (€70,000,000.00) with no interest accruing. The Lender will disburse the Principal Sum to the Borrower not later than June 30th, 2006; and
 - (2) The Borrower agrees to repay the Lender the Principal Sum by paying the Lender the Principal Sum within five (5) years as of the date of this Deed.

EVENTS OF DEFAULT

3. Despite any other provisions of this Deed, the Principal Sum and all other money payable under it will become immediately payable on the happening of any of the following events:-
 - (1) if a judgment against the Borrower for any sum exceeding Ten Thousand Euros (€10,000.00) or an order involving the payment by the Borrower of Ten Thousand Euros (€10,000.00) or more without the necessity of judgement is obtained in any Court, remains unsatisfied for seven (7) days unless in the event of a judgment or order involving payment which exceeds Ten Thousand Euros (€10,000.00) which the Borrower disputes by appeal promptly brought and diligently pursued it posts a bond satisfactory to the Lender for full satisfaction of it; or
 - (2) if a distress or execution is levied or enforced on or against any of its assets and is not satisfied within five (5) days of the levy or enforcement of the distress or execution; or
 - (3) if an order is made or an effective agreement is made or resolution is passed for winding up the Borrower except for the purpose of a reconstruction or amalgamation the terms of which have been previously approved by the Lender; or
 - (4) if an incumbrancer takes possession or a Receiver is appointed of any part of the Borrower's assets; or
 - (5) if the Borrower ceases to carry on its business or substantially the whole of its business; or

- (6) if the Borrower is unable to pay its debts within the meaning of Section 116 of the Companies Act of the British Virgin Islands; or
- (7) if at any time the Lender in good faith determines that a material adverse change in the Borrower's financial condition has occurred or that the Borrower is unlikely to be able to meet any of its obligations under this Deed.

FURTHER ASSURANCES

4. The Borrower irrevocably appoints the Lender and every Attorney and every assign of the Lender to be the Borrower's attorney in the name and on behalf of the Borrower to execute and give any assurances and other things which the Borrower ought to execute and do under this Deed and generally to use the Borrower's name in the exercise of all or any of the powers conferred on the Lender.

BORROWER'S GOOD STANDING

5. The Borrower represents and warrants to the Lender that:
 - (1) it is a duly organised corporation existing in good standing under the Laws of the British Virgin Islands;
 - (2) it is duly qualified to do business wherever necessary to carry on its present operations and will continue so while this Deed subsists;
 - (3) the execution, delivery and performance by the Borrower of this Deed have been duly authorised by all necessary corporate action on the Borrower's part;
 - (4) this Deed when executed will be properly executed and delivered by the Borrower and will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by:
 - (a) applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and
 - (b) the application of general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity);
 - (5) the execution, delivery and performance by the Borrower of this Deed and the consummation of the transactions contemplated by it do not and will not:
 - (a) require any consent or approval of any person that has not been obtained, and each such consent and approval that has been obtained is in full force and effect,
 - (b) violate any provision of any Law, Regulation or Governmental approval, applicable to the Borrower,

- (c) conflict with, result in a breach of or constitute a default under the Borrower's Memorandum of Association or Articles of Association or any material indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it is bound, or
 - (d) result in, or create any Lien on or with respect to any of the properties now owned or subsequently acquired by the Borrower.
- (6) there is no action, suit or proceeding, at law or in equity or by or before any court, arbitration tribunal or other body now pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or any of its property, which could reasonably be expected to materially adversely affect the Borrower or its financial condition and operations;
- (7) neither the Borrower nor any of its assets has any immunity from jurisdiction of any court or from any legal process (whether through service, notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the British Virgin Islands.

GENERAL

6. The Borrower may prepay the whole or any part of the Principal Sum on any due date for payment.
7. (1) No neglect, omission or forbearance on the Lender's part to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any covenant or condition in this Deed contained or implied will be deemed to be or operate as a general waiver of that covenant or condition or the right to enforce or take advantage of it in respect of any breach or non-observance of it either original or recurring.
- (2) Any of the Lender's rights or powers may be exercised in its unfettered discretion and the Lender will not be obliged to give any reasons for doing so.
8. A certificate from the Lender indicating the amount of the Principal Sum outstanding to the Lender on it and detailing the calculation of those amounts will be conclusive and binding for all purposes, absent manifest error.
9. Any demand or notice may be properly and effectively made given and served to and on the other party at any time by a letter sent to it either by delivery or by registered post addressed to it at its address mentioned above and may be signed by any officer, director, secretary, attorney, agent or lawyer on the delivering party's behalf and every demand or notice if delivered will be deemed to be served on the date of delivery.

PROPER LAW AND JURISDICTION

10. (1) This Deed will be governed by and must be construed solely according to the Laws of the British Virgin Islands.

- (2) The Borrower submits for all purposes of or in connection with this Deed to the jurisdiction of the Courts of the British Virgin Islands.

ENTIRE AGREEMENT AND MODIFICATIONS

11. (1) This Deed supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Deed) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- (2) This Deed may not be amended except by a written agreement executed by the parties to this Deed.

ASSIGNMENT

12. (1) No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

COUNTERPARTS

13. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SEVERANCE


14. If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Deed will not be impaired.

HEADINGS

15. The descriptive headings of the clauses and sub-clauses of this Deed have no bearing whatever on the interpretation of any provision of this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals upon this Deed the day and year first above written.

EXECUTED as a Deed and)
Delivered for and on behalf of)
MICHEL CHARLES EID)
in the presence of:)

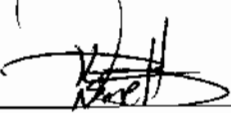


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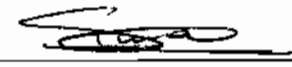
MICHEL CHARLES EID

EXECUTED as a Deed and)
Delivered for and on behalf of)
FUTURE SUN HOLDINGS INC.)
in the presence of:)



Witness)

FUTURE SUN HOLDINGS INC.

Per: 

Director

PAYMENT INSTRUCTIONS

From: FUTURE SUN HOLDINGS INC.

To: ING Bank (Switzerland) Ltd.,

Re: Account 6384889

Dear Sirs,

1. Transfer instructions

We are expecting to receive on Account 6384889 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 6384889 we request that you transfer the entire balance on Account 6384889 in the following manner:

Amount to be transferred = percentage of amount on account	Beneficiary	Account number	Bank	Comments
100%	Mr. Michel Eid	6384900	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

FUTURE SUN HOLDINGS INC.,

Michel Eid

Bucharest, September 20, 2006
Place and date

for and on behalf of
Abacus Management Limited

for and on behalf of
Abacus Managers Limited

Forola BV
Place and date

The image shows two handwritten signatures. The first signature is written over a horizontal line and appears to be 'Michel Eid'. The second signature is written over another horizontal line and is more stylized, likely representing 'Abacus Management Limited'.