

GENERAL CONDITIONS OF THE BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A.

1. **APPLICATION.** — These general conditions shall govern all relations between the Clients and the Bank, without prejudice to banking customs, general agreements among the major Swiss and foreign banks and any special provisions mentioned in the Bank's agreements or regulations.
2. **AUTHORIZED SIGNATURES.** — The Bank shall be bound only by the signatures notified to it in writing and this until it receives written notice of revocation, notwithstanding any modification appearing in the Swiss Trade Register or in any other publications. Unless the Bank has been grossly negligent, any damages resulting from failure to detect imperfect title due to forgeries, or from legal incapacity of the Clients or from any other cause shall be borne solely by the Clients.
3. **COMMUNICATIONS.** — The Bank shall either send all advices, statements of account, extracts, acknowledgement forms or any other communications to the last address indicated by the Clients, or withhold such communications if specifically instructed to do so by said Clients. In both cases, such communications shall be deemed to have been sent as dated and therefore validly notified. After five years, the Bank is hereby authorized to destroy the correspondence withheld for its Clients. The Bank shall establish an advice for every transaction concerning an account. Unless the Bank is grossly negligent, any damages resulting from delays, lost or faulty transmissions shall be borne by the Clients. The same shall be true of damages resulting from incomplete or ambiguous instructions given to the Bank by the Clients. In exceptional cases, the Bank is authorized to accept instructions given by telephone or telegraph.
4. **COMPLAINTS.** — Any complaint about an advice, statement of account, extract, acknowledgement form or any other communication which has not been notified to the Bank, within one month after it has been sent, shall be considered as having been approved by the Clients. In important cases, the Clients must notify their complaints without delay, by telephone or telegraph, particularly if a notice of execution does not reach them. Unless the Clients act accordingly the liability rests with them.
5. **CURRENT ACCOUNTS.** — Unless otherwise instructed or required by Swiss law, the Bank shall keep all accounts in Swiss francs. Periodic statements shall be sent to the Clients who shall be expected to check them without delay. Any complaint must reach the Bank as provided in clause 4 hereinabove. Clients' assets in foreign currencies shall be placed with the Bank's correspondents abroad and shall be subject to all the laws and restrictions of any kind decreed by the authorities of the countries of issuance or in which the said correspondents are domiciled. Such laws or restrictions shall be valid grounds for restraining the Bank's liability towards its Clients. The Clients may dispose of their foreign currency assets by way of sale, Bank transfer or cheque; any other means shall require the Bank's approval.
6. **BILLS OF EXCHANGE AND SIMILAR INSTRUMENTS.** — The Bank is authorized to reverse any credit relative to any bill of exchange, cheque or similar instruments which is left unpaid or whose proceeds are not freely available, and to exercise any rights resulting therefrom, until full reimbursement of any debit balance. The Bank shall be entitled, but not compelled, to see that such unpaid bills or similar instruments are protested.
7. **DEPOSIT OF SECURITIES.** — The Bank shall hold all securities entrusted to it in open deposit accounts. The Bank is authorized to hold them in collective deposit accounts classified by category of securities either in its own vaults or with clearing system companies or with correspondents for the Clients' account and risk, who as co-owners shall be entitled to an equivalent number of securities of the same category. These securities shall be held subject to the laws and customs in force at the place of deposit, particularly in the case of securities held abroad. For technical and administrative reasons, the Bank must be notified in advance of any major withdrawals. If separate accounts are necessary, either because they are required by the Clients or because of the nature of the concerned securities, the Bank is authorized to charge supplementary custody fees. Securities held in open deposit accounts which are drawn by lots for reimbursement shall be subject to an additional internal drawing in order to guarantee to the Clients equal chances. The Bank shall handle the routing administration of the securities entrusted to it, but the Clients themselves shall be responsible for any other administrative measures, in particular the exercise of the sale of rights, the payment or unpaid part of capital stock and the decision as to conversions. Unless otherwise instructed by its Clients, the Bank shall be entitled, but not compelled, to take such action as it may think advisable without assuming any liability therefor. Periodic statements shall be sent to the Clients who shall be expected to check them without delay and, if necessary, to comply with the provisions of clause 4 hereinabove.
8. **CUSTODY OF PRECIOUS METALS AND COINS.** — Unless otherwise instructed by its Clients, the Bank is authorized to hold precious metals in standard commercial grades and forms and coins struck in series classified by category in collective deposit accounts, either in its own vaults or with correspondents, for the account and risk of its Clients, who as co-owners shall be entitled to an equivalent number of ingots or coins of the same category. Deposits abroad shall be subject to local laws and customs. For technical and administrative reasons, the Bank must be notified in advance of any major withdrawals. Any differences between the weight and purity of the metals or coins deposited or withdrawn and the weight and purity recorded shall be calculated and set-off as of the date of deposit or withdrawal as the case may be. All other metals or coins shall be held in separate deposit accounts and subject to supplementary custody fees. Periodic statements shall be sent to the Clients who shall be expected to check them without delay and, if necessary, to comply with the provisions of clause 4 hereinabove.
9. **SET-OFF, LIEN AND PLEDGE.** — The Bank shall be entitled to set-off at any time the balances in the Client's accounts, regardless of amount, place of deposit or currency. With respect to any claims which the Bank may have against its Clients, irrespective of the date they become due, said Clients acknowledge that the Bank has a right of pledge on all assets, securities, claims and any other properties which it holds for their accounts, either in its own vaults or through its agencies, branches or correspondents. If the Clients are in default, the Bank has the discretionary right to realize the pledged assets through private or compulsory execution transactions and it may use the proceeds thereof to set-off its claims against the Clients.
10. **MODIFICATION OF INTEREST RATES, FEES AND COMMISSIONS.** — Unless otherwise provided in a written agreement, the Bank reserves the right with immediate effect to adjust interest rates to market conditions or to modify its fees or commissions and is authorized to debit them accordingly together with any other charges.
11. **TERMINATION.** — The Bank reserves the right to terminate its business relationship with its Clients at any time with immediate effect and without having to give any reason therefore; and in particular to cancel any loans promised or outstanding, in which case all advances or claims shall become immediately due and payable, without prejudice to any agreements to the contrary.
12. **VACATIONS.** — Days when the Bank is required by law or local customs to close its doors, Saturdays in particular, shall be treated as official vacations.
13. **AMENDMENTS OF THE GENERAL CONDITIONS.** — The Bank reserves the right to amend these General Conditions at any time. Such amendments shall be notified to its Clients by circular letters or any other appropriate means. If such modifications are not objected to, within one month, they shall be deemed to have been approved.
14. **APPLICABLE LAW AND JURISDICTION.** — All relations between the Clients and the Bank shall be governed by Swiss law. The place of performance of obligations and the forum of legal proceedings shall be where the head office or branch office of the Bank which manages the accounts or the deposits is located. The Clients shall recognize and accept the jurisdiction of the courts of the above mentioned forum for any dispute which may arise between them and the Bank. However, the Bank reserves the right to institute proceedings against its Clients at their domicile or before any other competent authority, Swiss law being applicable in all cases.



DÉCLARATION (A)

DECLARATION (A)

1. Par la présente, les soussignés

1. The undersigned Khairy H. Al-AGHA

domiciliés

domiciled at Jeddah

déclarent:

hereby declare:

1.1. en tant que titulaires qu'ils sont les ayants droit économiques auxquels appartiennent les valeurs qui seront confiées à la Banque;

1.1 as holder of the account that they are the beneficial owners of the assets to be deposited with the Bank;

1.2. que les ayants droit économiques auxquels appartiennent les valeurs qui seront confiées à la Banque sont:

1.2 that the beneficial owners of the assets to be deposited with the Bank are:

nom, prénoms / raison sociale

Name, Christian name / Company

Mr. Gibreel

domicile, pays

Domicile, Country Mr. Mohamed al q

Dr. Khairy AL. Agha

1.3. en tant que représentants des titulaires que les personnes suivantes sont les ayants droit économiques auxquels appartiennent les valeurs qui seront confiées à la Banque:

1.3 as representatives of the account holder that the following person(s) is/are the beneficial owner(s) of the assets to be deposited with the Bank:

nom, prénoms

Name, Christian name

domicile, pays

Place of residence, Country

(indiquer par une croix ce qui convient)

(Cross where applicable)

2. Les soussignés prennent connaissance du fait que le secret bancaire protégé par l'article 47 de la loi sur les banques et les caisses d'épargne du 8 novembre 1934/11 mars 1971 n'est pas absolu. Les membres des organes, les employés et les mandataires de la Banque ont l'obligation de renseigner les autorités et de témoigner en justice lorsque les dispositions de la législation fédérale ou cantonale le prévoient (à l'occasion d'un procès pénal, par exemple). Une telle obligation existe également envers des autorités étrangères, dans la mesure où la Confédération suisse accorde une entraide judiciaire à l'Etat concerné.

2. The undersigned take due note that the banking secrecy privilege protected by Art. 47 of the Federal Law on Banks and Savings Banks of November 8, 1934/March 11, 1971 is not unrestricted. The officers, employees and mandataries of the Bank are liable to provide evidence and information vis-à-vis the authorities when required to do so under federal or cantonal laws (such as during a criminal proceeding). Such an obligation also exists vis-à-vis foreign authorities, insofar as the Swiss Confederation grants judicial assistance to the country concerned.

3. Enfin, les soussignés prennent connaissance du fait que le système des comptes et des dépôts numérotés ou désignés par un code est une mesure purement interne à la Banque et ne modifie aucunement l'obligation de renseigner les autorités et de témoigner en justice.

3. The undersigned take due note that the system of numbered or coded accounts and deposits is a purely internal measure of the Bank and in no way affects the obligation to provide evidence or to testify to the authorities.

Lieu: Lugano le 31.10.1988
Place:

Signature:



Account Nr. 110'441 T of K & A OVERS. TRAD. ESTABL.
with the BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A. in LUGANO

GENERAL FORM OF PLEDGE

1. The undersigned K & A OVERSEAS TRADING ESTABL.
domiciled at Vaduz
grant to the BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A. in LUGANO
hereinafter referred to as "the Bank", a right of pledge and of set-off on all their assets, properties, claims and balances deposited or to be deposited with "the Bank" in their names or in its name with third parties, as security for any and all claims, present or future, that "the Bank" has or could have against
2. The undersigned recognize that the rights hereby granted to "the Bank" concern all the above-mentioned assets, regardless of any particular administrative numerotation.
3. The undersigned authorize "the Bank" to realize and set-off the pledged assets, including any present or future rights in relation therewith, such as interests, dividends, rights of subscription, etc.
4. The undersigned hereby expressly declare to assign to "the Bank", in accordance with the article 901, paragraph 2, of the Swiss Civil Code, all securities, warrants, bills and claims which are not drawn up in a bearer form. Furthermore, at first request of "the Bank", they commit themselves to execute any and all documents and to comply with any and all formalities which could be of necessity for the realisation of the pledged assets, whatever they may be.
5. The undersigned declare that, unless the contrary has been stipulated, they will manage and safeguard the rights pertaining to the pledged securities.
6. The undersigned undertake to maintain at all times sufficient pledged assets, properties, securities and claims to cover the total amount of monies due to "the Bank". They authorize "the Bank" to call for additional cover or for payment in order to reduce its claims, if it deems it necessary. Such demands shall be made by letter, telex or any other appropriate means. "The Bank" may stipulate a deadline by which the undersigned will have to meet such demands. In case of non-compliance or of aggravation, "the Bank" reserves the right to declare, at its own discretion, all claims to be due and payable without delay. "The Bank" is entitled to sell, without prior legal proceedings, all assets, properties and claims pledged with "the Bank" and to perform its right of set-off. "The Bank" shall be entitled to take similar action in case of default of the debtors and these will stay responsible for any amount still outstanding.
7. The present "General form of pledge" is subject to the general conditions of "the Bank", in particular as regards the applicable law and jurisdiction.

Place : Lugano on 7 gennaio 1982 Signatures :

4



Account Nr. 110.441 T of K. & A. Overseas Trading Establishment
Vaduz
with the BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A. in Lugano

PERMANENT MANDATE FOR FIDUCIARY DEPOSITS ABROAD

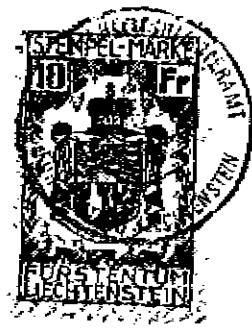
1. The undersigned give mandate to the **BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A.** in LUGANO, referred to hereafter as "the Bank", to place in its name, but for their account and at their own risks and perils, time deposits with banks and financial institutions abroad which will be chosen freely by "the Bank". Acting as a representative and without any responsibility on its part, "the Bank" will, at its own discretion, allot to such placements all or part of the assets which are and will be deposited in the undersigned's name in the above-mentioned account. They approve in advance each transaction, assume all risks and give full discharge to "the Bank".
2. Should they wish to define the terms of a deposit, the undersigned will have to instruct "the Bank" accordingly in writing. Failing receipt of such written instructions, "the Bank" will be deemed the sole judge of the best opportunity, currency, time and conditions at which the deposits will be effected.
3. All time deposits will be recorded in fiduciary accounts. They will have to be recredited, as well as all interests accrued after their receipt, to the undersigned's above-mentioned account. In case an establishment abroad fails to execute wholly or partly its obligations, cannot reimburse the funds owed because of any reason pertaining to transfer and exchange control regulations applicable in the country of placement, "the Bank's" only liability as a fiduciary agent will be to surrender to the undersigned its title to the claim.
4. For the execution of this mandate by "the Bank" the undersigned recognize the right of "the Bank" to levy a commission of 1/2 % p.a. on the monies placed. "The Bank" shall be free to alter this rate according to market conditions. This commission shall be calculated independently of any interest received and shall not be taken into consideration in the calculation of such interest. It bears a minimum of SF 200,—, or their countervalue, per transaction.
5. This mandate shall not expire because of the Principals death or incapacity to act. It shall remain valid until "the Bank" receives written notice of its formal revocation or renounces it. However, such revocation shall not affect existing operations which have not yet matured.
6. The General Conditions of "the Bank" shall remain applicable in all other cases and in particular as regards jurisdiction and its extension.

Lugano on 14.09.1982 Signed  

Document drawn up with the assistance of AL

HLF(SW)000015

Tag der Eintragung	Karte 1		Übertrag von	Löschungsdatum	Registernummer H. 625/27	
6.1981	Wortlaut der Firma K and A Overseas Trading Establishment			Sitz Vaduz	Rechtsbezug Asat Trust reg., Altenbach 8, Vaduz	
6.1981	Datum der Gründung: 1. Juni 1981 Zweck: Handelsgeschäfte aller Art, Vermögensverwaltung, Beteiligungen an anderen Unternehmungen, Uebernahme von Vertretungen, Erwerb, Verwaltung und Verwertung von Patenten, Lizenzen und von Liegenschaften, sowie alle mit diesem Hauptzweck direkt oder indirekt im Zusammenhang stehenden Geschäfte. Anstaltskapital: 30'000.-- sfr., voll einbezahlt und nicht in Anteile zerlegt. Verwaltungsrat: 1 - 3 Mitglieder. Firmazeichnung: wird vom Gründer bestimmt. Kundenschein: in gesetzlicher Form.			Verwaltung Verwaltungsrat: Mr. Khairy H. Al-Agha, Jeddah, Saudi Arabia, mit Einzelzeichnungsrecht Erwin Vachter, Altenbach 8, Vaduz, mit Kollektivzeichnungsrecht.		
A.81				Verwaltungsrat mit Einzelzeichnungsrecht: Saleh Kamel Jibreel, Jeddah, Saudi, Arabien, Banjal Bld, Flat No. 17.		



Kopie beglaubigt
 Öffentlichkeitsregisteramt
 Vaduz, am 18. Sep. 1981

[title of document cut off during photocopying process]

Card		Transferral From	Removal Date	Register Number
1				H. 625/27
Name of Company			Seat	Representative
K and A Overseas Trading Establishment			Vaduz	Asat Trust Reg., Altenbach 8, Vaduz
			Administration	
Date of founding:	June 1, 1981		Board of Directors:	
Purpose:	commercial transactions of all types; assets management; taking out shares in other enterprises; assumption of agencies; acquiring, managing, and commercializing patents, licenses, and real properties; as well as all transactions standing directly or indirectly in relation to this main purpose		Mr. Khairy H. Al-Agha, Jedda, Saudi Arabia; with sole power of signature	
Corporate Capital:	30,000 Swiss francs, fully paid up and not split up into shares		Erwin Wachter, Altenbach 8, Vaduz; with joint power of signature	
Board of Directors:	1 - 3 members			
Signing for company:	decided by the founder			
Notifications:	in legal form			
			board of directors with sole power of signature: Saleh Kamel Jibreel, Jedda, Saudi Arabia, Bamjali Bld., Flat No. 17	
[two stamps: Public Registry, Principality of Liechtenstein / {second one:} Principality of Liechtenstein]				
Certified copy Public Registry Vaduz, Sept. 18, 1981			[signed]	



Account Nr. 110'441 T of
with the BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A. in LUGANO

DECLARATION

Annulato

1. The undersigned Mr. Saleh Kamel JIBREEL, (Amministratore)
domiciled at
hereby declares :

1.1. that he is acting for own account ;

1.2. that he is acting for account of the following person(s) :

Name(s), Christian name(s) Domicile, Country
.....
.....
.....


1.3. that he is acting as mandatory legally bound by professional secrecy, or as trustee. In that capacity he confirms that he himself knows the beneficial owner of the assets to be deposited with the bank and that, in ascertaining the origin of such assets with all reasonable care and diligence, he has not become aware of any circumstance that would point to any improper use of banking secrecy by the person entitled, in particular to criminal acquisition of the assets in question ;

1.4. that the domicile-establishing company represented by him is controlled by the following natural persons :

Name(s), Christian name(s) Domicile, Country
.....
.....
.....

2. The undersigned takes cognizance of the fact that banking secrecy, legally protected under Art. 47 of the Federal Law on Banks and Savings Banks, cannot claim absolute validity : the organs, employees and mandatories of the bank are liable to give evidence and information vis-à-vis the authorities, inasmuch as federal and cantonal regulations provide for an obligation to give evidence or information (for instance in criminal proceedings). This also applies vis-à-vis authorities of foreign countries to the extent to which the Swiss Confederation has pledged itself vis-à-vis other states to grant legal aid.

3. The undersigned finally takes note that the establishment of accounts and securities deposits maintained under numbers or passwords is a purely internal measure by the bank affecting in no way its obligation vis-à-vis authorities to give evidence or information.

..... Lugano, on 7 gennaio 1982 Signed 

Document drawn up with the assistance of AL



BANQUE PARIBAS (SUISSE) S.A.

SUCCURSALE DI LUGANO

6902 LUGANO
Riv. A. Caccia 1
Telefono: 091 856 111
Telegrammi: Paribas Lugano
Telex: 841 261 pib ch

ordine al servizio

Segretariato.

Data, 12.02.80.

A debito del conto K C A. Overseas.

No. 110.441. / 111.167 Moneta _____

Vogliate p.f. eseguire l'operazione seguente:

acquistare / sottoscrivere / piazzare

T° Dott. At. Aglietta.

Blocco firmato Kamel Gibrel.

vendere: *secondo istruzioni scritte.*

(ordine valevole fino al: _____)
(ordine tel. ore: _____)

Firma: *Sturiani*

[TRANSLATION FROM ITALIAN]

PARIBAS BANK (SWITZERLAND) S.A.

LUGANO BRANCH

6902 LUGANO

Riva A. Caccia 1

Telephone: 091 555 111

Telegrams: Paribas Lugano

Telex: 841 261 pbl ch

Instructions to the service

Central Administration

Date : 2/12/90

To the debit of account : K & A Overseas

No.: 110.441 / 111,167 Currency: _____

Please carry out the following operation:

acquire/subscribe for/invest

sell:

[handwritten text:] tel. call {***} Dr. Al Agha
block Kamel Gibreel signature [authority]

written instructions [will] follow

(Instructions valid until: _____) Signature: [signed]

(Tel. instructions time: _____)



Account Nr. 110441 T of K. & A. OVERSEAS TRADING EST.

with the BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A. in LUGANO

LIST OF SIGNATURES

1. The undersigned, holders of the above mentioned account or acting as duly appointed attorneys, hereby declare to the **BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A.** in LUGANO, hereinafter called "the Bank", that the signatures set hereunder, and accepted by them, validly commit them for each of their business relations with "the Bank", in particular:
 - by giving orders for any operation, active as well as passive, concerning the above mentioned account on which are and shall be deposited assets and/or securities;
 - by contracting with "the Bank" any undertaking whatsoever on behalf of the holders of said account.
2. The undersigned request "the Bank" to note that this right of signature has no other restrictions than the one mentioned hereunder, if any, and that it is independent from other authorized corporate signatures.
3. The undersigned request "the Bank" to take into consideration the signatures set hereunder as long as it has not received a written revocation.
4. The present list of signatures is subject to the general conditions of "the Bank", in particular as regards the applicable law and jurisdiction.

Name, Christian name	System of signature (individually or jointly)	Specimen
1 <i>Mr. Saleh Kamel JIBREEL</i>	ind.	
2 <i>[Signature]</i>		
3		
4		
5		
6		
7		
8		
9		
10		

Place: Lugano, on 7 gennaio 1982

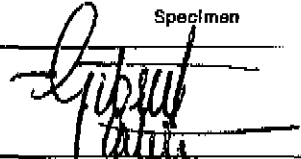
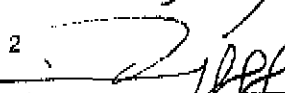
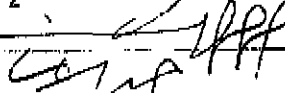
Signatures or Corporate signatures: *[Signature]* K & A. OVERSEAS TRADING ESTAB



Account Nr. 110'441 T of
 with the **BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A.** in LUGANO

LIST OF SIGNATURES

- The undersigned, holders of the above mentioned account or acting as duly appointed attorneys, hereby declare to the **BANQUE DE PARIS ET DES PAYS-BAS (SUISSE) S.A.** in LUGANO, hereinafter called "the Bank", that the signatures set hereunder, and accepted by them, validly commit them for each of their business relations with "the Bank", in particular :
 - by giving orders for any operation, active as well as passive, concerning the above mentioned account on which are and shall be deposited assets and/or securities ;
 - by contracting with "the Bank" any undertaking whatsoever on behalf of the holders of said account.
- The undersigned request "the Bank" to note that this right of signature has no other restrictions than the one mentioned hereunder, if any, and that it is independent from other authorized corporate signatures.
- The undersigned request "the Bank" to take into consideration the signatures set hereunder as long as it has not received a written revocation.
- The present list of signatures is subject to the general conditions of "the Bank", in particular as regards the applicable law and jurisdiction.

Name, Christian name	System of signature (Individually or jointly)	Specimen
1 Mr. Salem Kamel JIBREEL	ind.	
2 		
3 		
4		
5		
6		
7		
8		
9		
10		

Place : Lugano, on 7 gennaio 1982

Signatures or Corporate signatures :  K & ... TRAD. ESTA

Account Nr. 110.441 T of

with the **BANQUE PARIBAS (SUISSE) S.A.** in LUGANO



LIST OF SIGNATURES

~~IN ACCUNTA APOELLA DEL 02.01.82~~

- The undersigned hereby declare to the **BANQUE PARIBAS (SUISSE) S.A.**, hereinafter referred to as "the Bank", in LUGANO, that the signatures set hereunder, and accepted by them, validly commit them for each of their business relations with "the Bank", in particular:
 - by giving orders for any operation, active as well as passive, concerning the above mentioned account on which are and shall be deposited assets and/or securities;
 - by contracting with "the Bank" any undertaking whatsoever on behalf of the holders of said account.
- The undersigned request "the Bank" to note that this right of signature has no other restrictions than the one mentioned hereunder, if any, and that it is independent from other authorized corporate signatures.
- The undersigned request "the Bank" to take into consideration the signatures set hereunder as long as it has not received a written revocation.
- The present "List of signatures" is subject to the general conditions of "the Bank", in particular as regards the applicable law and jurisdiction.

Name, Christian name	System of signature (individually or jointly)	Specimen
1 Khairy H. AL. Agha	individuel	
2 Mohamed Kamel	individuel	
3 Agha		
4		
5		
6		
7		
8		
9		
10		

K & A OVERS' ESTABL., Vaduz

Place: Lugano on 23 gennaio 1985

Signatures or Corporate signatures:

13

HLF(SW)000022