

The pages below are demonstrating that Mr. Fausto Mattiussi's word and signature have no value at all, because there is no doubt that he will brake his verbal or writtten promises, as experience shows.

The following pages are showing that Mattiussi had power to act in the name and for Klinkert Ltd.

Mattiussi preferred to fill his private accounts with funds belonging to K-Ltd. After the accounts of Klinkert Ltd. were emptied, he made a loan contract with K-Services Italy srl which is controlled by him. This Loan Contract (attached below) was brought on the table during the arbitration in 2009, only!

NOTARIAL CERTIFICATION

I HEREBY CERTIFY that the attached document relating to **Klinkert Limited** to wit:

Power of Attorney

the true copies of the original corporate documents of the said, **Klinkert Limited**, company incorporated under the Offshore Companies Regulations 2003 of the Jebel Ali Free Zone Authority, Government of Dubai.

the 16th day of February, 2005.

UNITED ARAB EMIRATES Ministry of Foreign Affairs Sharjah Office	دولة الإمارات العربية المتحدة وزارة الخارجية مكتب الشارقة
	الرقم 021772
	التاريخ ٢٠ فبراير ٢٠٠٥
نصادق على صحة توقيع وختم المصلح	
التي هي كالتالي	
هون تحمل الوزارة أية مسؤولية تجاه المحتويات	
وإلى وزارة الخارجية	


HELENE MATHIEU
Notary of Quebec



This is the seal of a Notary Public in Quebec

1000 MAIZ ABDULLA
CONSULAR SIGNING OFFICER
CONSULATE OF CANADA IN DUBAI, U.A.E.
CONSULAT DU CANADA À DUBAI, É.A.U.

POWER OF ATTORNEY

We, KLINKERT LIMITED, a Company incorporated under the Offshore Companies Regulations 2003 of the Jebel Ali Free Zone Authority, Government of Dubai and having its Registered Office situate at Suite 237 Emarat Atrium Building, Sheikh Zayed Road, PO Box 7273, Dubai, United Arab Emirates ("hereinafter referred to as 'the Company') BY THIS POWER OF ATTORNEY dated the 14th day of February 2005 APPOINT Fausto Mattiussi, Italian National and holder of Passport Number A164283 issued on 26th September 2002 (hereinafter referred to as 'the Attorney') to act as our Attorney in our name and on our behalf to do and execute all or any of the following acts or things namely:-

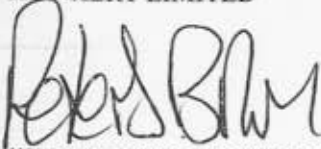
1. To execute contracts for the worldwide purchase and sale of machinery of all descriptions on behalf of the Company
2. To represent the Company before any/all bodies, companies, businesses and authorities worldwide in connection with the purchase and sale of said machinery
3. To appoint lawyers and other professionals as necessary in connection with the purchase and sale of said machinery
4. To do any and all other things that the Attorney may consider necessary or desirable to effect the foregoing.

PROVIDED ALWAYS that

- (1) The Attorney shall report to the Directors of the Company all actions undertaken by him under the powers granted to him by the Power of Attorney and shall forward to them copies of all correspondence, contracts and agreements signed by him upon each and every exercise of the Power of Attorney.
- (2) The Attorney shall not be entitled to borrow money in the name of the Company or on its behalf or pledge the Company's bank accounts in any way.
- (3) Every exercise of the Power of Attorney shall constitute an acknowledgement that the Attorney will at all times hereafter indemnify and keep indemnified the Company and every Officer thereof and the personal representatives of such Officers from and against all actions, suits, proceedings, claims or demands whatsoever arising out of or by reason of the exercise of the power and any costs incurred by the Company or any such Officer in defending any such action, suit, proceeding, claim or demand.

This Power of Attorney is valid from 14 February 2005 and will terminate on 13 February 2008.

Signed
for and on behalf of
KLINKERT LIMITED



.....
Director

VOLLMACHT

Wir, KLINKERT LIMITED, eine unter den Gesetzen der *Offshore Companies 2003* der *Jebel Ali Free Zone Authority*, der Regierung von Dubai mit eingetragenem Büro unter 237 Emarat Atrium Building, Sheikh Zayed Straße, Postfach 7273, Dubai, Vereinigte Arabische Emirate (nachfolgend bezeichnet als ‚die Firma‘) eingetragene Firma, ERNENNEN DURCH DIESE VOLLMACHT, datiert vom 14. Februar 2005, Fausto Mattiussi, italienischer Staatsbürger mit der Passnummer A164283, ausgestellt am 26. September 2002 (nachfolgend bezeichnet als ‚der Bevollmächtigte‘), zu unserem Bevollmächtigten, um in unserem Namen und für uns tätig zu sein und alle oder die jeweiligen, nachfolgenden Tätigkeiten und Handlungen auszuführen, insbesondere:

1. Verträge abzuschließen für den weltweiten Kauf und Verkauf von Maschinen aller Art im Namen der Firma.
2. Die Firma vor allen/jeweiligen Gremien, Firmen, Geschäften und Autoritäten zu repräsentieren in Verbindung mit dem Kauf und Verkauf besagter Maschinen.
3. Rechtsanwälte und andere Fachleute zu benennen, nach Bedarf und in Verbindung mit dem Kauf und Verkauf besagter Maschinen.
4. Alle oder jegliche Dinge zu unternehmen, die der Bevollmächtigte für nötig oder wünschenswert erachtet für das Vorgehen.

UNTER DER VORAUSSETZUNG dass

- (1) Der Bevollmächtigte den Direktoren alle der von ihm unter der ihm gewährten Vollmacht unternommenen Aktionen berichtet, ihnen Kopien der gesamten Korrespondenz schickt, von Verträgen und Vereinbarungen die von ihm, unter der Verwendung der Vollmacht, unterzeichnet wurden.
- (2) Dem Bevollmächtigten ist nicht erlaubt im Namen oder im Auftrag der Firma Geld zu leihen oder das Firmenkonto in irgendeiner Art und Weise zu beleihen.
- (3) Jede Verwendung der Vollmacht soll eine Bestätigung sein, dass der Bevollmächtigte zu jeder Zeit die Firma, sowie jeden Verantwortlichen der Firma und deren Vertreter schadlos halten wird gegen jede Art von Aktionen, Verfahren, Vorgehen, Forderungen oder Ansprüchen, was auch immer aufgrund oder durch den Einsatz der Vollmacht entstehen kann; ferner gegen alle Kosten welche der Firma oder den Verantwortlichem durch die Verteidigung gegen solche Aktionen, Verfahren, Vorgehen, Forderung oder Ansprüchen, entstehen mögen.

Diese Vollmacht ist gültig vom 14. Februar 2005 und endet am 13. Februar 2008.

Unterschrieben
Im Namen von und für
KLINKERT LIMITED

Peter Bowen

.....

Director

This LOAN Agreement was signed from F. Mattiussi despite the POA above, were under point (2) is clearly prescribed what Mattiussi is NOT permitted to do. Since this Loan Agreement was made under TOP SECRET, it came to Klinkerts knowledge only in 2009!

Loan Agreement

The Parties:

K-Services Italy srl, Galleria Kennedy 11, Cremona represented by its Administrator **Dr Paola Savino**,

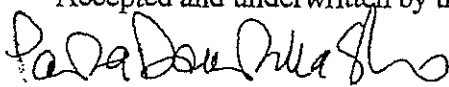
And

Klinkert Ltd, 520 Willson Building, Satwa, P.O.Box 112214 Dubai, UAE represented by its Managing Director **Fausto Mattiussi**,

agree and stipulate the following:

1. **K-Services Italy srl** will carry out financing in favour of **Klinkert Ltd** for an amount up to **Euro 300.000,00** (three hundred thousand) in one or more Loans.
2. The financed amount, i.e. each single Loan up to a total of **Euro 300.000,00** will be repaid by **Klinkert Ltd** to **K-Services Italy srl** within **90 days** from each drawing accrued by the interests matured calculated on the annual interest rate of **8.50%**.
3. The repayment of the Loans by **Klinkert Ltd** should take place on the **K-services Italy srl** account at **Banca Intesa SpA**, Via Cavallotti 5, 20052 Monza, Italy
IBAN: IT95 B030 6920 4096 2500 0443 004 BIC: BCITITMM410
4. The Parties agree that for any controversy relative to the present Contract the jurisdiction of the Italian Judge will be applied accordingly to the Italian legislation. The Competent Court is **Monza (Milano)** and the applicable law is the **Italian Law**.
5. This Contract is not renewable by the Parties if one Party does not agree to renew it.

Accepted and underwritten by the Parties:



K-Services Italy srl
Dr.sa Paola Savino



Klinkert Ltd
Fausto Mattiussi

Cremona 05-06-2006

Contratto di Finanziamento

Le Parti:

K-Services Italy srl, Galleria Kennedy 11, Cremona rappresentata dal suo Amministratore Unico
Dr Paola Savino,

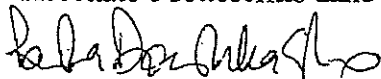
E

Klinkert Ltd, 520 Willson Building, Satwa, P.O.Box 112214 Dubai, UAE rappresentata da **Fausto Mattiussi** in qualità di Managing Director,

convengono e stipulano quanto segue:

1. **K-Services Italy srl** effettuerà finanziamenti in favore della **Klinkert Ltd** per un ammontare fino a Euro 300.000,00 (trecento mila) in una o più erogazioni.
2. L'importo finanziato, ovvero ogni singola rata fino ad un totale di Euro 300.000,00 verrà restituito dalla **Klinkert Ltd** alla **K-Services Italy srl** entro 90 giorni da ogni erogazione incrementato da interessi calcolati al tasso annuale del 8.50%
3. La restituzione del prestito da parte della **Klinkert Ltd** dovrà aver luogo sul conto della **K-services Italy srl** presso la Banca Intesa SpA, Via Cavallotti 5, 20052 Monza, Italia
IBAN: IT95 B030 6920 4096 2500 0443 004 BIC: BCITITMM410
4. Le Parti convengono che per ogni controversia inerente il presente Contratto vi è la giurisdizione del giudice italiano. Il Foro competente è Monza e la legge applicabile è quella italiana.
5. Questo Contratto non è rinnovabile previo mancato accordo di una delle Parti.

Accettato e sottoscritto dalle parti:



K-Services Italy srl
Dr.sa Paola Savino



Klinkert Ltd
Fausto Mattiussi

Cremona 05-06-2006