



()
**AMERICAN EXPRESS BANK
 INTERNATIONAL**

()
 American Express Bank International
 Miami Branch
 1221 Brickell Avenue
 8th Floor
 Miami, Florida 33131
 Phone: (305) 350-7750
 Fax: (305) 374-4524

**ACCOUNT APPLICATION AND AGREEMENT
 FOR CORPORATION OR OTHER ORGANIZATION**

CANCELLED
 04/08/03

ACCOUNT
TITLE <u>HEADWAY INVESTMENT</u>
<u>CORPORATION</u>

CANCELLED
 04/08/03

ACCOUNT INFORMATION	
<input checked="" type="checkbox"/> DDA No. <u>5129907</u>	<input type="checkbox"/> MMA No. _____
<input type="checkbox"/> T/D No. _____	<input type="checkbox"/> LIA No. _____
<input type="checkbox"/> Other _____	
CIF No. *54**	Group No. <u>881</u> Officer Code No. <u>084</u>

1. INFORMATION REGARDING ACCOUNT HOLDER

All correspondence for the applicant may be sent to the following Business Address (or the telex, facsimile or telephone number given with that address below):

Other Address
MAILING ADDRESS

ADDRESS:

Personal Information
Redacted

Telephone: _____

Telex: _____

Fax: _____

Nation or State where applicant was incorporated or otherwise conditioned or organized: REPUBLIC OF PANAMA

2. TYPE(S) OF ACCOUNT(S) REQUIRED Please print, check boxes, otherwise complete wherever appropriate:

DDA Money Market Time Deposit (IBF) Liquid Investment Account Other _____

Minimum Balance Required: DDA \$ _____; Money Market \$ _____; Time Deposit \$ _____; LIA \$ _____

Checkbook: Yes No Name: Yes No

CANCELLED

01/23/03

3. REFERENCES (BANKS OR OTHER)

FIRST UNION NATIONAL BANK

4. OTHER AMEX AFFILIATED ACCOUNTS

If applicant has any existing account(s) with any office or branch of American Express Bank International, American Express Bank Ltd., Shear Lehman Hutton Inc., or any institution affiliated with or related to any of them, please give details.

NOTE: WHENEVER USED HEREIN, (I) "YOU" REFERS TO AMERICAN EXPRESS BANK INTERNATIONAL AND "WE," "US," "OUR," AND "OURS" REFER TO THE APPLICANT; (II) THE MASCULINE GENDER INCLUDES THE FEMININE AND "HEREUNDER," "HEREIN" AND "HEREWITH" REFER TO THIS "ACCOUNT APPLICATION AND AGREEMENT" IN ITS ENTIRETY; AND (III) THE TERM "ATTORNEYS' FEES" REFERS TO ALL ATTORNEYS' FEES AND EXPENSES, WHETHER OR NOT SUIT IS BROUGHT, INCLUDING, WITHOUT LIMITATION, FEES AND EXPENSES INCURRED IN CONNECTION WITH COLLECTION EFFORTS.

5. DECLARATIONS

(a) WE HEREBY APPLY TO OPEN AN ACCOUNT OR ACCOUNTS WITH YOU. WE UNDERSTAND THAT THE INFORMATION GIVEN HEREIN IS THE BASIS FOR OPENING THE ACCOUNT(S). WE THEREFORE WARRANT THAT THIS INFORMATION IS TRUE AND CORRECT. WE ALSO HEREBY AGREE THAT, IF THIS "ACCOUNT APPLICATION AND AGREEMENT" IS APPROVED, WE SHALL BE BOUND BY ALL OF ITS PROVISIONS AND BY YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS" (AS AMENDED FROM TIME TO TIME), WHICH ARE INCORPORATED HEREIN.

(b) WE MAY IN THE FUTURE ESTABLISH ONE OR MORE ADDITIONAL ACCOUNTS WITH YOU WHICH, UNLESS OTHERWISE AGREED IN WRITING BY YOU, SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS "ACCOUNT APPLICATION AND AGREEMENT" AND THE "RULES AND REGULATIONS GOVERNING ACCOUNTS" (AS AMENDED FROM TIME TO TIME).

6. RESIDENCY/CITIZENSHIP TAX WITHHOLDING STATEMENT

Unless indicated to the contrary below, we hereby confirm under penalties of perjury that for United States tax purposes we are not a resident of the United States. Accordingly, we request that interest paid or credited to us in respect of any deposit or credit balance of ours with you not be reported to the Internal Revenue Service. We will advise you immediately should we become a resident of the United States at any future time.

7. SECURITIES TRANSACTIONS (OPTIONAL)

We authorize you to act as agent on our behalf with full power and authority to buy, sell or otherwise effect transactions in stock, bonds, other securities and cash or cash equivalents for our account and in our name upon receipt of instructions (verbal or written) from us. You may effect such transactions as principal or agent, but in either case, we agree that you will incur no liability for the acts, omissions or solvency of any broker, dealer or agent selected by you in good faith to effect any transaction hereunder or liability for failure of the counter party (to a purchase or sale) to perform. This agreement under this section 7 may be terminated by either party by giving a written notice to the other party 30 days prior to the date upon which termination is to become effective.

8. AFFILIATE REFERRALS (OPTIONAL)

We authorize you to accept instructions with respect to our account(s) maintained with you from the following affiliate offices of yours:

We agree that you have no responsibility or liability to us in connection with your doing so. This authorization shall remain in effect until you receive a written revocation from us.

9. HOLD MAIL (OPTIONAL)

We hereby authorize and request that you hold all advices, statements, notices and other documents relating to any account or property maintained with or held by you in our name on the terms and conditions set forth in the "Rules and Regulations Governing Accounts."

10. GOLD AND PLATINUM CARDS (OPTIONAL)

RE: American Express® Gold Card Account of _____

Card No.: _____ (may be completed by you if not known at present)

RE: Platinum Card® Account of _____

Card No.: _____ (may be completed by you if not known at present)

To be billed to Account No.: _____ (may be completed by you if not known at present)

We understand and agree that pursuant to arrangements made with American Express Travel Related Services Company, Inc. ("American Express"), monthly billings for the Gold Card or Platinum Card referred to above will be forwarded to you. We hereby request, authorize and instruct that you debit any demand deposit or money market account maintained (or to be maintained) with you in our name for any and all amounts due and payable to American Express, as evidenced by such monthly billings by American Express, and that you transfer such amounts to American Express.

CANCELLED
01/02/03

11. GOVERNING LAW/WAIVER OF JURY TRIAL

We agree with you that this Account Application and Agreement is governed by and construed in accordance with the internal laws of the State of Florida and any applicable Federal law. WE AND AEBI VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATING TO THIS ACCOUNT APPLICATION AND AGREEMENT.

12. CONCLUDING DECLARATIONS

WE HAVE READ THIS "ACCOUNT APPLICATION AND AGREEMENT." AGREE WITH IT, AND AGREE TO BE BOUND BY IT. WE HAVE ALSO RECEIVED A COPY OF YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS" (WHICH ARE INCORPORATED INTO THIS "ACCOUNT APPLICATION AND AGREEMENT"), HAVE READ THEM, AGREE WITH THEM AND AGREE TO BE BOUND BY THEM (AS AMENDED FROM TIME TO TIME).

Executed as of FEBRUARY 18, 1997

Applicant

Signature: [Signature]

Print Name: BERTHON SANCHEZ RUIPEZ

Title: PRESIDENT

[Signature]
Signature: _____
Print Name: CARLOS E. GONZALEZ
Title: AUTHORIZED SIGNATURE

Approved by American Express Bank International (Miami Branch)

Signature: [Signature]

Print Name: SEBASTIAN GONZALEZ

Title: DIRECTOR

Date: FEB 26, 97

CANCELLED
01/02/03

OPERATIONS DEPARTMENT USE ONLY:

Account Opened By: [Signature]

Date: 2/28/97

CERTIFICATE OF CORPORATE RESOLUTION

I, THOMAS R. SPENCER, JR.

(Name)

Secretary of HEADWAY INVESTMENT CORPORATION

(Name of Corporation)

a corporation duly organized and existing under the laws of REPUBLIC OF PANAMA hereby certify that the following is a true copy of resolutions duly adopted by the board of directors of said corporation and such resolutions are now in full force and effect.

"RESOLVED, that this corporation open and maintain one or more accounts with American Express Bank International (the "Bank") and that the Bank is authorized to credit to the account(s) of this corporation all checks, drafts, notes, orders and other instruments for the payment of money, indorsed in any manner or unindorsed, and any funds or other property which may be delivered by anyone to the Bank for credit to such account(s); and

FURTHER RESOLVED, that any TWO (2) of the following officers of this corporation (insert titles, but not names, of officers)

CARLOS E. GONZALEZ-AUTH.SIG. (ANY TWO)

GERMAN SANCHEZ RUIPEREZ-PRESIDENT- (SINGLY)

MANUEL BLANCO-AUTH.SIG. (ANY TWO)

OFELIA GRANDE RODRIGUEZ-AUTH.SIG. (SINGLY)

SERGIO L.FERNANDEZ-AUTH.SIG. (ANY TWO)

shall hereafter be authorized: (a) to sign (by handwriting, by stamp impression of facsimile signature or by any other means) in the name of or on behalf of this corporation all drafts, orders and other instruments or instructions for the payment of money drawn on any of said accounts; (b) to demand, receive, and take or direct delivery of and receipt for any stocks, bonds and other securities belonging to this corporation which the Bank may at any time have in its custody, possession or control, whether the same be held in the name of this corporation (or for this corporation's account in the name of a nominee) or indorsed in blank; (c) to sign (by handwriting, by stamp impression of facsimile signature or by any other means) in the name of or on behalf of this corporation any account agreements which may be requested at any time by the Bank; (d) to certify to the Bank the signature of and the offices or other positions held by each person authorized to sign on behalf of this corporation; (e) to borrow money and to obtain credit for this corporation without limitation in amount; (f) to execute and deliver notes, drafts, acceptances, instruments of guaranty, agreements and other obligations of this corporation in such form as may be requested by the Bank; (g) to pledge, assign, mortgage or in any other manner create security interests in stocks, bonds, notes, accounts or other property of any kind belonging to this corporation or in which it has an interest (whether to secure obligations of this corporation or obligations of any third party or third parties) and, in any other respects, with any and all stocks, bonds, notes, accounts and other property of any kind belonging to this corporation in which it has an interest; (h) to give the Bank all such authority with respect to any such property as it may request; and

FURTHER RESOLVED, that the Bank is hereby authorized to accept and/or pay and/or apply any draft, check, order or instrument for the payment of money (or any proceeds thereof) when such draft, check, order or instrument is drawn on any of said accounts and signed (by handwriting, by stamp impression of facsimile signature or by any other means) as required by these resolutions, and without regard to the disposition of any such item or any proceeds thereof, and the Bank shall not be liable in connection therewith notwithstanding that such item may be payable to the order of a person whose signature (by handwriting, by stamp impression of facsimile signature or by any other means) appears thereof or of any other officer or officers or agent or agents of this corporation, or that 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 or agent or agents with the Bank or otherwise or in payment of the individual obligation of any such person or persons, officer or officers or agent or agents to the Bank or otherwise; and

FURTHER RESOLVED, that the Bank is hereby authorized to act and rely upon all the foregoing resolutions until it has received, and has had a reasonable time to act upon, notice in writing signed by the Secretary of any change in such resolutions, and that until such time the Bank shall have no liability to this corporation in connection with — and shall be indemnified by this corporation with respect to, and saved harmless from — any loss suffered or liability or expense incurred by reason of the Bank's acting or relying upon any of the foregoing resolutions, even if such resolutions have in fact been changed."

I further certify that no provision or provisions in the certificate of incorporation, articles, charter, memorandum of association or by-laws or any resolutions or other internal rules of said corporation limit in any manner the authority of the board of directors to adopt the foregoing resolutions, and that such resolutions conform in all respects with the provisions of the certificate of incorporation, articles (or charter or memorandum of association) and by-laws and any resolutions and other internal rules of said corporation.

I further certify that the following persons hold the positions in said corporation indicated by their respective names and titles:

NAME
GERMAN SANCHEZ RUIPEREZ
JULIO GRANDE RODRIGUEZ
GUSTAVO GONZALEZ LEMTS

CANCELLED
TITLE 02/02/03
PRESIDENT & TREASURER
VICE-PRESIDENT
VICE-PRESIDENT

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of 2, 19 97

(Signature of Secretary)
THOMAS R. SPENCER, JR. SECRETARY
(Print Name)

Confirmed By: (Signature)
GERMAN SANCHEZ RUIPEREZ PRESIDENT & TREASURER
(Print Name)

(Signature)
S. RUIPEREZ (Title)