



Kuwait, Sheikh Nasser Mohammed al Ahmed al Jaber Al Sabah, dated March 12, 2008 is annexed hereto as Exhibit A.

3. A true and correct copy, along with a certified translation into English, of the agreement between KYA and BYA, and witnessed by the Prime Minister of Kuwait, Sheikh Nasser Mohammed al Ahmed al Jaber Al Sabah, dated March 12, 2008 is annexed hereto as Exhibit B.

4. A true and correct copy of the Memorandum of Understanding entered into between KYA and BYA, and witnessed by the Prime Minister of Kuwait, Sheikh Nasser Mohammed al Ahmed al Jaber Al Sabah, dated March 27, 2008 is annexed hereto as Exhibit C.

5. On March 8, 2009, BYA filed with the Court of First Instance, Summary Circuit in Kuwait, an initiatory pleading requesting that Yusuf Ahmed Alghanim and Sons W.L.L. (“YAAS”) be placed in judicial receivership pending the reconciliation of disputes between BYA and KYA with respect to YAAS (the “YAAS Receivership Action”). A true and correct copy, along with a certified translation into English, of BYA’s Initiatory Pleading for Receivership on YAAS, dated March 8, 2009, is annexed hereto as Exhibit D. The Court of First Instance denied BYA’s request and held BYA responsible for costs and attorneys’ fees. A true and correct copy, along with a certified translation into English, of the Court of First Instance, Summary Circuit’s Judgment in the YAAS Receivership Action, dated April 27, 2009, is annexed hereto as Exhibit E. BYA subsequently appealed the Court of First Instance’s decision to the Appeal Circuit. On June 24, 2009, the Appeal Circuit affirmed the Court of First Instance’s decision, ordered the case dismissed, and found BYA liable for legal expenses and attorney’s fees. A true and correct copy, along with a certified translation into English, of the Court of First Instance, Appeal Circuit’s Decision in the YAAS Receivership Action, dated June 24, 2009, is annexed hereto as Exhibit F.

6. On March 9, 2009, BYA filed with the Court of First Instance, Summary Circuit in Kuwait, a separate initiatory pleading, this time requesting that Alghanim Industries Company W.L.L. (“Alghanim Industries”) be placed in judicial receivership pending the reconciliation of disputes between BYA and KYA with respect to Alghanim Industries (the “Alghanim Industries Receivership Action”). A true and correct copy, along with a certified translation into English, of BYA’s Initiatory Pleading for Receivership on Alghanim Industries, dated March 9, 2009, is annexed hereto as Exhibit G. As in the YAAS Receivership Action, but with a different judge presiding, the Court of First Instance denied BYA’s request and held BYA responsible for costs and attorneys’ fees. A true and correct copy, along with a certified translation into English, of the Court of First Instance, Summary Circuit’s Decision in the Alghanim Industries Receivership Action, dated May 10, 2009, is annexed hereto as Exhibit H. BYA subsequently appealed the Court of First Instance’s decision to the Appeal Circuit. On July 28, 2009, the Appeal Circuit affirmed the Court of First Instance’s decision, ordered the case dismissed, and found BYA liable for legal expenses and attorney’s fees. A true and correct copy, along with a certified translation into English, of the Court of First Instance, Appeal Circuit’s Decision in the Alghanim Industries Receivership Action, dated July 28, 2009 is annexed hereto as Exhibit I.

7. Separate and apart from the YAAS and Alghanim Industries receivership actions, BYA commenced actions identical to the judicial receivership actions seeking a judicial receivership with respect to three other jointly owned companies. BYA also commenced a similar action with respect to BYA and KYA’s jointly owned shares in Gulf Bank. Just as in the YAAS and Alghanim Industries receivership actions, the courts in each of those four cases (each presided over by a different judge) dismissed BYA’s request. BYA appealed the decision in three of those cases

and was unsuccessful in each such appeal. BYA was also ordered to pay attorney's fees and legal expenses with respect to each appeal.

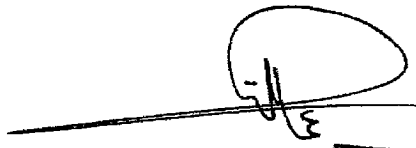
8. On April 2, 2009, BYA sued KYA and YAAS, requesting that the Kuwaiti Court of First Instance, Commercial Circuit appoint an expert to calculate YAAS's profits for 2007 and 2008 and order KYA and YAAS to pay BYA his share of the profits (the "YAAS Accounting Action"). A true and correct copy, along with a certified translation into English, of BYA's Action Statement for Delegating the Experts' Department for Calculating YAAS Profits for 2007 and 2008, dated March 29, 2009, is annexed hereto as Exhibit J. BYA attempted to voluntarily dismiss the case; notwithstanding his attempt at voluntary dismissal, on November 2, 2009, the Court of First Instance issued a ruling dismissing the case in favor of arbitration. A true and correct copy, along with a certified translation into English, of the Court of First Instance, Commercial Circuit's decision in the YAAS Accounting Action, dated November 2, 2009, is annexed hereto as Exhibit K.

9. In a suit similar to his March 29, 2009 action against KYA and YAAS, BYA sued KYA and Alghanim Industries, requesting that the Court of First Instance, Commercial Circuit appoint an expert to calculate Alghanim Industries' profits for 2007 and 2008 and order KYA and Alghanim Industries to pay BYA his share (the "Alghanim Industries Accounting Action"). A true and correct copy, along with a certified translation into English, of BYA's Action Statement for Delegating the Experts' Department for Calculating Alghanim Industries Profits for 2007 and 2008, dated April 2, 2009, is annexed hereto as Exhibit L. On November 2, 2009, after the Court of First Instance dismissed the YAAS Accounting Action, BYA filed notice that he was abandoning the Alghanim Industries Accounting Action. A true and correct copy, along with a certified translation into English, of BYA's Notice of Abandonment of Lawsuit in Action No. 1189, dated November 2, 2009, is annexed hereto as Exhibit M.

10. On October 13, 2009, BYA filed another suit against KYA and YAAS, wherein he asked the court to declare that BYA owns fifty percent of YAAS, and to compel KYA and YAAS to amend YAAS's Memorandum of Association so as to give BYA a fifty percent ownership interest in YAAS. A true and correct copy, along with a certified translation into English, of 'BYA's Initiatory Pleading Claiming 50% of YAAS,' dated October 13, 2009, is annexed hereto as Exhibit N.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 18, 2009

  
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Omar Al-Essa

**Omar Hamad Al-Essa**  
Lawyer