

## AGREEMENT

**THIS AGREEMENT** is made the 11<sup>th</sup> day of February 2011

**BETWEEN:**

- (1) **IONUT NEGOITA**, holder of Romanian passport [REDACTED] and resident of 255A Bucurestilor Road, [REDACTED] Otopeni, Romania (**"The Named Beneficiary"**)
  
- (2) **ROBERT SORIN NEGOITA**, holder of Romanian passport [REDACTED] and resident of 255A Bucurestilor Road, [REDACTED], Otopeni, Romania (**"The Undisclosed Beneficiary"**)

**WHEREAS:**

The Named Beneficiary has established a BVI Company under the name **AMBERWOOD SERVICES LTD. ("the Company")** under registration number 1610881 with Registered Office at No. 6, 3<sup>rd</sup> Floor, Qwomar Trading Building, P.O. Box 875, Road Town, Tortola, British Virgin Islands with issued share capital 100 (one hundred) fully paid shares of USD 1,00 each share, held by DADLAW NOMINEES LIMITED, a Nominee Company incorporated in Cyprus with Registered Office at Thasou 3, DADLAW HOUSE, P.C. 1520, Nicosia, Cyprus which has on 8th December 2010 issued a Declaration of Trust in favour of the Named Beneficiary as the sole beneficial owner of all 100 shares of the Company

**WHEREAS:**

The Undisclosed Beneficiary has beneficial interest in the 50 (fifty) shares issued in favour of the Named Beneficiary against valuable consideration given to the Named Beneficiary.

**NOW THE NAMED BENEFICIARY HEREBY AGREES AND STATES THE FOLLOWING:**

1. The Named Beneficiary is the beneficiary appearing on the Declaration of Trust for all 100 shares issued by DADLAW NOMINEES LIMITED in the Company as described above.
  
2. The Undisclosed Beneficiary against valuable consideration at the stage of purchasing the Company has subscribed 50% (fifty per cent) of the purchase price of the fully paid up shares in the Company.
  
3. The Named Beneficiary agrees and accepts that in the above statement that the Undisclosed Beneficiary has a beneficial interest in the 50% (fifty per cent) of the fully paid up shares in the Company and that he has acquired

such benefit against valuable consideration paid to him by the Undisclosed Beneficiary.

4. The Named Beneficiary agrees to continue to hold as a sole beneficiary of the 100% (one hundred per cent) of the shares which includes the shares of the Undisclosed Beneficiary for an indefinite period of time until he receives written notice from the Undisclosed Beneficiary that he would like for the 50% (fifty per cent) of the shares to be transferred onto his name or onto the name of any other person of his choice and become as the Named Beneficiary of the 50% (fifty per cent) of the shares which will be held at the time of the notice and such a notice would be acceptable by fax, e-mail or letter delivered by hand.
5. The Named Beneficiary undertakes not to transfer, not to alienate, not to charge and not to deal in any way with the said shares without the written consent of the Undisclosed Beneficiary.
6. Both parties to this Agreement undertake by joint notification to the Nominee Company to notify them of the existence of this Agreement by sending copy of this Agreement to the Nominee Company at its Registered Office in Cyprus.
7. The Named Beneficiary has executed already an Instrument of Transfer of 50 (fifty) shares, representing the 50% (fifty per cent) of issued fully paid up share capital of the Company and undertakes to execute a further Instrument of Transfer in case of increase of the issued share capital of the Company at the same percentage of 50% (fifty per cent).

**NOW THE UNDISCLOSED BENEFICIARY HEREBY AGREES AND STATES THE FOLLOWING:**

1. To subscribe in equal share capital in the Company and in case of increase to make a further subscription / payments to the Undisclosed Beneficiary.
2. To contribute to the cost and maintenance of the Company in equal payments as the Undisclosed Shareholder.
3. The Undisclosed Beneficiary undertakes to notify the Nominee Company in case of any disputes or other issues which must be known to the Nominee Company in case there is disagreement with the Named Beneficiary.

**APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the Laws of the Republic of Cyprus.

## **CONFIDENTIALITY**

The Named Beneficiary undertakes not to disclose the confidential information aforementioned to any third parties without the written consent of the Undisclosed Beneficiary.

## **GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date set forth below.

DATE: 11<sup>th</sup> day of February 2010.

**The Named Beneficiary:**

**The Undisclosed Beneficiary:**

\_\_\_\_\_  
**IONUT NEGOITA**

\_\_\_\_\_  
**ROBERT SORIN NEGOITA**

## AGREEMENT

**THIS AGREEMENT** is made the 11<sup>th</sup> day of February 2011

**BETWEEN:**

- (1) **IONUT NEGOITA**, holder of Romanian passport [REDACTED] and resident of 255A Bucurestilor Road, [REDACTED], Otopeni, Romania (**"The Named Beneficiary"**)
  
- (2) **ROBERT SORIN NEGOITA**, holder of Romanian passport No. 15382098 and resident of 255A Bucurestilor Road, [REDACTED], Otopeni, Romania (**"The Undisclosed Beneficiary"**)

**WHEREAS:**

The Named Beneficiary has established a BVI Company under the name **STARLAKE HOLDINGS LTD. ("the Company")** under registration number 1607922 with Registered Office at No. 6, 3<sup>rd</sup> Floor, Qwomar Trading Building, P.O. Box 875, Road Town, Tortola, British Virgin Islands with issued share capital 100 (one hundred) fully paid shares of USD 1,00 each share, held by DADLAW NOMINEES LIMITED, a Nominee Company incorporated in Cyprus with Registered Office at Thasou 3, DADLAW HOUSE, P.C. 1520, Nicosia, Cyprus which had on 5<sup>th</sup> November 2010 issued a Declaration of Trust in favour of the Named Beneficiary as the sole beneficial owner of all 100 shares of the Company

**WHEREAS:**

The Undisclosed Beneficiary has beneficial interest in the 50 (fifty) shares issued in favour of the Named Beneficiary against valuable consideration given to the Named Beneficiary.

**NOW THE NAMED BENEFICIARY HEREBY AGREES AND STATES THE FOLLOWING:**

1. The Named Beneficiary is the beneficiary appearing on the Declaration of Trust for all 100 shares issued by DADLAW NOMINEES LIMITED in the Company as described above.
  
2. The Undisclosed Beneficiary against valuable consideration at the stage of purchasing the Company has subscribed 50% (fifty per cent) of the purchase price of the fully paid up shares in the Company to the Named Beneficiary.
  
3. The Named Beneficiary agrees and accepts that in the above statement that the Undisclosed Beneficiary has a beneficial interest in the 50% (fifty per cent) of the fully paid up shares in the Company and that he has acquired

such benefit against valuable consideration paid to him by the Undisclosed Beneficiary.

4. The Named Beneficiary agrees to continue to hold as a sole beneficiary of the 100% (one hundred per cent) of the shares which includes the shares of the Undisclosed Beneficiary for an indefinite period of time until he receives written notice from the Undisclosed Beneficiary that he would like for the 50% (fifty per cent) of the shares to be transferred onto his name or onto the name of any other person of his choice and become as the Named Beneficiary of the 50% (fifty per cent) of the shares which will be held at the time of the notice and such a notice would be acceptable by fax, e-mail or letter delivered by hand.
5. The Named Beneficiary undertakes not to transfer, not to alienate, not to charge and not to deal in any way with the said shares without the written consent of the Undisclosed Beneficiary.
6. Both parties to this Agreement undertake by joint notification to the Nominee Company to notify them of the existence of this Agreement by sending copy of this Agreement to the Nominee Company at its Registered Office in Cyprus.
7. The Named Beneficiary has executed already an Instrument of Transfer of 50 (fifty) shares, representing the 50% (fifty per cent) of issued fully paid up share capital of the Company and undertakes to execute a further Instrument of Transfer in case of increase of the issued share capital of the Company at the same percentage of 50% (fifty per cent).

**NOW THE UNDISCLOSED BENEFICIARY HEREBY AGREES AND STATES THE FOLLOWING:**

1. To subscribe in equal share capital in the Company and in case of increase to make a further subscription/ payments to the Undisclosed Beneficiary.
2. To contribute to the cost and maintenance of the Company in equal payments as the Undisclosed Shareholder.
3. The Undisclosed Beneficiary undertakes to notify the Nominee Company in case of any disputes or other issues which must be known to the Nominee Company in case there is disagreement with the Named Beneficiary.

**APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the Laws of the Republic of Cyprus.

## **CONFIDENTIALITY**

The Named Beneficiary undertakes not to disclose the confidential information aforementioned to any third parties without the written consent of the Undisclosed Beneficiary.

## **GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date set forth below.

DATE: 11<sup>th</sup> day of February 2010.

**The Named Beneficiary:**

**The Undisclosed Beneficiary:**

\_\_\_\_\_  
**IONUT NEGOITA**

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**ROBERT SORIN NEGOITA**