



U.S. Department of Justice

Tax Division

Washington, D.C. 20530

August 12, 2011

Nicholas Theodorou
Foley Hoag LLP
Seaport World Trade Center West
155 Seaport Boulevard
Boston, MA 02210-2600

Lawrence M. Hill
Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019-6092

Re: Islamic Investment Company of the Gulf (Bahamas)
Limited – Non-Prosecution Agreement

Dear Messrs. Theodorou and Hill:

Islamic Investment Company of the Gulf (Bahamas) Limited (“IICGB”), a business company organized under the laws of the Commonwealth of the Bahamas, as authorized specifically to execute and deliver this agreement (“Agreement”) by its Board of Directors in corporate resolutions dated the 25 day of July, 2011, attached hereto as **Attachment A**, hereby enters into this Non-Prosecution Agreement (the “Agreement”) with the Tax Division of the United States Department of Justice and the United States Attorney’s Office for the District of Massachusetts (collectively, the “United States”). On the understandings specified below, the United States will not criminally prosecute IICGB for any crimes under the jurisdiction of the Tax Division or the United States Attorney’s Office for the District of Massachusetts arising out of the conduct described in the Statement of Facts, attached hereto as **Attachment B** and incorporated herein by reference (the “Statement of Facts”). The term of this Agreement shall be eighteen (18) months, unless there is a breach of the Agreement, as set forth in paragraphs 7, 8, 9, and 11. Obligations hereunder survive the term of this Agreement only where this Agreement expressly so provides.

1. **Acknowledgment of Facts.** IICGB acknowledges and agrees that the Statement of Facts is truthful and accurate. IICGB also acknowledges and agrees that the list of investments and associated “Asset Management Fees,” “Load Fees,” and “Performance Fees” enumerated in **Attachment C** attached hereto and incorporated herein by this reference,

accurately lists the investments in multi-family residential real estate in the United States that IICGB made on behalf of its foreign investor clientele from 2002 through 2007. And finally, IICGB acknowledges that **Attachment C** accurately lists the "Asset Management Fees," "Load Fees," (collectively the "Service Fees") and "Performance Fees," in the aggregate amount of **\$75,125,537**, received by Allegiance Services Ltd., Delta Asset Management Services, LTD, Global Asset Management Services, Ltd., and Worldwide Asset Management Services, LTD (the "Foreign Advisers") from the "Delaware Corporations" from 2002 through 2007.

2. **Acceptance of Responsibility.** IICGB accepts and acknowledges responsibility for its conduct as set forth in the Statement of Facts, **Attachment B**. If the United States, under the circumstances set forth in Paragraph 7 of this Agreement, initiates a prosecution against IICGB, IICGB agrees that it will not contest the admissibility of the Statement of Facts, nor of any transactional documents provided by IICGB, or its counsel under Subpoena, to the United States.

3. **Restitution Amount.** At the time or times and in the manner specified below, IICGB will pay on the behalf of each Delaware Corporation, or cause each Delaware Corporation to pay, pursuant to 26 United States Code, Section 1461, to the United States an amount equal to thirty percent (30%) of the total amount of the Service and Performance Fees, as defined in the Statement of Fact, **Attachment B** and enumerated on **Attachment C**, paid by the Delaware Corporation to any of the Foreign Advisers from 2002 through 2007. Collectively, the tax to be paid by IICGB on the behalf of the Delaware Corporations is equal to **\$22,537,661** (the "Restitution Amount"). Additionally, IICGB agrees, pursuant to United States Department of Treasury Regulation §1.1461-1(h) and 26 United States Code, Section 6662(b)(2), to pay an accuracy-related penalty equal to 20% of the amount of tax it is required to pay (**\$22,537,661**), such that the total of all amounts of penalty so paid by all the Delaware Corporations collectively is equal to **\$4,507,532** (the "Penalty Amount"). Finally, pursuant to 26 United States Code, Section 6601(e)(2)(B), IICGB agrees to pay interest on the tax and penalty amounts to be paid on behalf of each Delaware Corporation for the applicable tax period or periods from March 15, 2003, 2004, 2005, 2006, 2007 and/or 2008, respectively, through and including the date that the entire Restitution and Penalty Amounts, together with such interest, have been paid in full ("Total Payment Amount"). IICGB, on behalf of the Delaware Corporations, collectively, will (i) pay no less than one-third of the Total Amount on the date of execution of this Agreement, and will (ii) pay no less than an additional one-third of the Total Amount no later than the date that falls nine (9) months following the date of this Agreement and finally (iii) will pay the remaining portion of the Total Amount no later than fifteen (15) months following the date of this Agreement (the "Required Payment Date"). The Total Amount shall be prepayable in whole or in part at any time without premium or penalty, and the Interest Amount and Total Amount shall be adjusted as and to the extent necessary to take into account calculation or recalculation of the Interest Amount to reflect the actual time or times of payments and/or prepayments. In addition to making the foregoing payments on the behalf of the Delaware Corporations, IICGB shall cause each Delaware Corporation either (i) to file with a designated employee of the IRS

(the "IRS Representative"), United States Internal Revenue Service ("IRS") Forms 1042 and/or amended IRS Forms 1042 for the years 2002 to and including 2007, as required to reflect the foregoing payments made by such Delaware Corporation, or (ii) to follow such other procedure for filing with the IRS with respect to the foregoing payments made by such Delaware Corporation as the IRS Representative may direct or specify. In all cases, the Restitution Amount, Penalty Amount and Interest Amount due shall be paid pursuant to payment instructions as directed by the United States or IRS Representative in its, his or her discretion. IICGB agrees that no portion of the Restitution Amount, Interest Amount, and/or Penalty Amount is deductible on any United States federal income tax return. Moreover, IICGB agrees that the Delaware Corporations, IICGB, nor any company or corporation involved in the transactions described in the Statement of Facts, **Attachment B** and enumerated in **Attachment C** will at any time seek a refund of the Restitution Amount, Penalty or Interest paid under this Agreement.

4. **Cooperation.** The United States acknowledges that IICGB has provided substantial and important assistance to the United States in connection with its investigation of IICGB investments in the United States in the form of the multi-family residential real estate. IICGB undertook substantial efforts to provide information to assist United States investigators in compliance with established Swiss legal restrictions governing information exchange. IICGB also facilitated cooperative efforts between the United States and the government of Switzerland regarding the United States's investigation. IICGB acknowledges and understands that its cooperation with this investigation is an important and material factor underlying the decision by the United States to enter into this Agreement.

IICGB agrees, for the term of this Agreement, in accordance with and subject to all applicable laws of the United States and foreign law, to cooperate fully, honestly, without reservation, and affirmatively with the United States and the IRS relating to the Statement of Facts. This cooperation includes, but is not limited to, the obligation to:

(a) Completely and truthfully disclose all additional information and materials in its possession, custody, or control to the United States that the United States may request, including but not limited to, all information relevant to the activities of IICGB, as described in the Statement of Facts, and its present and former directors, officers, employees, consultants, representatives, agents, and subsidiary and affiliated entities;

(b) Execute any consent, waiver, and/or acknowledgment required by a foreign government or foreign financial institution to permit said government and/or institution to provide to the United States any banking records the United States may request pursuant to a bilateral Mutual Legal Assistance Treaty (MLAT) request in connection with this investigation;

(c) Waive its right to a speedy trial pursuant to the Sixth Amendment to the Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure

48(b), and any applicable Local Rules of the United States District Court for the District of Massachusetts;

(d) Waive its rights under the Statute of Limitations, specifically Title 26, United States Code, Section 6531, and execute a Tolling Agreement of the Statute of Limitations, which shall be operative for the term of this Agreement, in the form of **Attachment D**; and

(e) Provide to the IRS upon request, copies of audited financial statements (including balance sheets and income statements), tax returns, and domestic banking records for the Delaware Corporations and closing documentation for the sale of any remaining investments in the United States enumerated in **Attachment E** (the "Remaining Investments"). Commencing promptly following execution and delivery of this Agreement and thereafter during the term of this Agreement, (i) IICGB shall cause the Delaware Corporations to cooperate with the IRS Representative to resolve substantial issues relating to proper federal income tax treatment and reporting with respect to the Remaining Investments for taxable years after 2007, and (ii) the reasonable requests made by attorneys for IICGB regarding resolution of such issues that are consistent with such proper federal income tax treatment and reporting will be considered for purposes of resolution.

(f) IICGB agrees that the United States, in its sole discretion, may issue public statement(s) based on this Agreement and the Statement of Facts.

5. **Agreement Not to Prosecute.** In consideration of IICGB's remedial actions to date, and its willingness to: (a) acknowledge and accept responsibility for its actions; (b) remedy the conduct described in the Statement of Facts as provided in this Agreement; (c) continue its cooperation with the United States as stated in Paragraphs 2, 3, and 4; (d) demonstrate its future good conduct and full cooperation with the IRS as provided in this Agreement; and (e) settle any claims against it by the United States arising from the conduct set forth within the scope of the Statement of Facts, **Attachment B**, the United States agrees to forego prosecution as provided in Paragraph 6.

6. **Agreements of the United States.** The United States agrees that, except under the circumstances set forth in Paragraph 7, the United States shall:

(a) During the term of this Agreement and thereafter, refrain from investigating, prosecuting or pursuing any criminal charges under the jurisdiction of the Tax Division or the United States Attorney's Office for the District of Massachusetts against IICGB, any Delaware Corporation, any Foreign Advisers, or any of the foreign corporations arising from the conduct set forth in the Statement of Facts, **Attachment B**; and

(b) The IRS shall enter into an agreement with IICGB which shall state in part that: i) the IRS has reviewed the Statement of Facts, **Attachment B**, and that the IRS agrees with the descriptions of the transactions therein; ii) the IRS agrees that for the purposes of the transactions

described in the Statement of Facts, **Attachment B**, IICGB was the *de facto* parent corporation and sole shareholder of the Delaware Corporations; iii) the IRS accepts as filed the federal corporate income tax returns of the Delaware Corporations for the tax years 2002 through 2007; iv) the IRS shall accept the Total Payment Amount, as stated in paragraph 3, as settlement of the liability of IICGB for the tax imposed under Title 26 U.S.C. § 881 on the Delaware Corporations for the tax years 2002 through 2007; and v) upon full payment of the Total Payment Amount, the IRS will not seek to audit, assess or collect any additional federal income tax from IICGB, its subsidiaries, or any of the entities involved in the transactions described in the Statement of Facts regarding those same transactions. See **Attachment F**.

7. **Certain Violations:** It is further understood that if the United States in its sole discretion determines that IICGB has, after the date of the execution of this Agreement and during the term of the Agreement:

- (a) Given false, incomplete, or misleading information;
- (b) Violated any United States federal criminal law or failed to cooperate with the IRS in the filing of income tax returns or the payment of income tax required under this Agreement; or
- (c) Otherwise committed a material violation of this Agreement (as defined herein), IICGB shall, in the United States's sole discretion, thereafter be subject to prosecution for any federal criminal violations of which the United States has knowledge, including but not limited to a prosecution based on the conduct described in the Statement of Facts; then --

any prosecutions that are not time-barred by the applicable statute of limitations on the date of this Agreement may be commenced against IICGB within the applicable period governing the statute of limitations. In addition, IICGB agrees to toll, and exclude from any calculation of time, the running of the federal criminal statute of limitations for the term of this Agreement (as described above in paragraph 4(d)). By this Agreement, IICGB expressly intends to and hereby does waive its rights in the foregoing respects, including any right to make claims premised on the statute of limitations, as well as any constitutional, statutory, or other claim concerning pre-indictment delay. These waivers are knowing, voluntary, and in express reliance on the advice of IICGB counsel.

8. **Extension of the Term:** IICGB agrees that, in the event that the United States determines, in its sole discretion, during the term of this Agreement (or any extension thereof) that IICGB has committed a material violation of this Agreement, a one-year extension of the term of this Agreement may be imposed in the sole discretion of the United States, and in the event of continuing or additional violations, additional one year extensions as appropriate; provided, however, that in no event shall the total term of this Agreement exceed three (3) years.

9. **No Repudiation or Contradiction of Statement of Facts:** IICGB agrees that it shall not, through its principals, officers, directors, employees or attorneys, make any statement, in litigation or otherwise, repudiating or contradicting the Statement of Facts, or IICGB's representations set forth in this Agreement. However, the restrictions set forth in this paragraph are not intended to and shall not apply to any current or former IICGB employee, or any other entity, individual or person, in the course of any criminal, regulatory, or civil case, investigation, or other proceeding initiated by the United States or any other governmental agency or authority against that entity, individual or person, whether in the United States or any other jurisdiction, as long as the entity, individual or person is not authorized to speak on behalf of IICGB. Any contradictory statement by IICGB shall constitute a violation of this Agreement. If such contradictory statement is determined to constitute a material violation of this Agreement, then IICGB thereafter shall be subject to prosecution as specified in paragraph 7 above, or the eighteen (18) month term of this Agreement shall be extended pursuant to paragraph 8 above. The decision as to whether any contradictory statement will be imputed to IICGB for the purpose of determining whether IICGB has committed a material violation of this Agreement shall be at the sole discretion of the United States. Upon the United States's reaching a determination that a contradictory statement has been made by IICGB, the United States shall promptly notify IICGB in writing of the contradictory statement, and IICGB may avoid a violation of this Agreement (and avoid any material violation of this Agreement) by repudiating the statement both to the recipient of the statement and to the United States within seven (7) days after IICGB's receipt of notice given to IICGB by the United States that it has determined such statement will constitute a material violation of this Agreement unless so repudiated. IICGB consents to the public release by the United States, in its sole discretion, of any repudiation.

10. **Good Faith Positions in Civil Litigation:** The United States agrees that nothing in this Agreement shall in any way prevent IICGB or any other entity, individual or person from taking good faith positions in litigation involving parties other than the United States or the IRS, including asserting defenses, affirmative defenses, and/or claims.

11. **Material Violations:** A "material violation" of this Agreement is defined as any statement or action by IICGB, its principals, officers, directors, employees, or attorneys, that substantially repudiates or contradicts the representations of fact and/or law in this Agreement and the incorporated Statement of Facts, made to any interested third party, such as: the IRS; a representative of the United States; a United States Federal or State Court; the media; or a civil litigant in an action arising out of the transactions described in the Statement of Facts, attached hereto as **Attachment B**. A material violation of this Agreement shall include a failure by IICGB, its principals, officers, directors, employees, or attorneys, to cooperate with the United States, more particularly the IRS, in the filing and/or amending of the Forms 1042 as required under this Agreement, the payment of the Total Payment Amount, as described in paragraph 3, and in fulfilling the obligations imposed under paragraph 4.

12. **The United States's Discretion:** IICGB agrees that it is within the United States's sole discretion to choose, in the event of a violation of this Agreement, the remedies contained in paragraph 7, or instead choose to extend the term of this Agreement pursuant to paragraph 8. IICGB understands and agrees that the exercise of the United States's discretion under this Agreement is not reviewable by any Court. Should the United States determine that IICGB has committed a material violation of this Agreement, the United States shall provide prompt written notice to IICGB addressed to its counsel of record, Nicholas Theodorou, Foley Hoag, LLP and Lawrence M. Hill, Dewey & LeBoeuf LLP, or any successor IICGB may designate, of the alleged material violation and provide IICGB with a thirty (30) day period from the date of receipt of notice in which to make a presentation to the United States, including upon request by IICGB, the Assistant Attorney General in charge of the Tax Division of the Department of Justice, to demonstrate that no material violation has occurred, or, to the extent applicable, that the violation is not a material violation or that such violation, if it is a material violation, should not result in the exercise of those remedies or in an extension of the term of this Agreement. The parties to this Agreement expressly understand and agree that the exercise of discretion by the United States under this paragraph is not subject to further review in any court or other tribunal outside of the United States Department of Justice.

13. **Limits on this Agreement.** It is understood that this Agreement is binding on IICGB and the Tax Division, United States Department of Justice and the United States Attorney's Office for the District of Massachusetts, but specifically does not bind any other Federal agencies (other than the IRS as described in paragraph 6 above), any state or local law enforcement authorities, any licensing authorities, or any regulatory authorities (other than the IRS as described in paragraph 6 above). However, if requested by IICGB or its attorneys, the United States will bring to the attention of any agencies or authorities this Agreement, the cooperation of IICGB, its compliance with its obligations under this Agreement, and any remedial steps specified or implemented pursuant to this Agreement.

14. **Public Filing.** IICGB and the United States agree that upon execution of this Agreement, and in accordance with paragraph 4 above, this Agreement (including the Statement of Facts) shall be a matter of public record. Moreover, IICGB agrees to waive any and all statutory rights afforded to it under Title 26 U.S.C. §6103 regarding the public disclosure of information contained in the Statement of Facts, **Attachment B**.

15. **Counterparts:** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

16. **Totality of this Agreement.** This Agreement and attachments sets forth all of the terms of the Non-Prosecution Agreement between IICGB and the United States. It constitutes the complete and final agreement between the United States and IICGB in this matter. There are no other agreements, written or otherwise, modifying the terms, conditions, or obligations of this

Agreement. No future modifications or additions of this Agreement, in whole or in part, shall be valid unless they are set forth in writing and signed by the United States, IICGB's attorneys, and a duly authorized representative of IICGB.

Seen and Agreed:

Date: _____

Syed Ibadur Rehman Chishti
Acting General Manager, IICGB

Date: 8/12/11

Nicholas C. Theodorou
Nicholas Theodorou
Foley Hoag, LLP
Counsel for IICGB

Date: 8/12/11

Lawrence M. Hill
Lawrence M. Hill
Dewey & LeBouf, LLP
Counsel for DMI,
Parent Corporation of IICGB

Date: 7/20/11

John A. DiCicco
John A. DiCicco
Principal Deputy Assistant
Attorney General
Department of Justice,
Tax Division

Date: _____

Carmen M. Ortiz
United States Attorney
for the District of Massachusetts

Date: _____

Khalid Abdulla-Janahi
President
Chief Executive Officer, IICGB

Date: _____

Nicholas Theodorou
Foley Hoag, LLP
Counsel for IICGB

Date: _____

Lawrence M. Hill
Dewey & LeBouf, LLP
Counsel for DMI,
Parent Corporation of IICGB

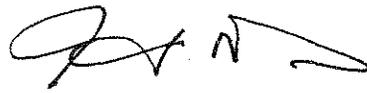
Date: _____

John A. DiCicco
Principal Deputy Assistant
Attorney General
Department of Justice,
Tax Division

Date: 7/19/11

Carmen M. Ortiz
Carmen M. Ortiz
United States Attorney
for the District of Massachusetts

Date: July 25, 2011



Syed Ibadur Rehman Chishti
Acting General Manager, IICGB

Date: _____

Nicholas Theodorou
Foley Hoag, LLP
Counsel for IICGB

Date: _____

Lawrence M. Hill
Dewey & LeBouf, LLP
Counsel for DMI,
Parent Corporation of IICGB

Date: _____

John A. DiCicco
Principal Deputy Assistant
Attorney General
Department of Justice,
Tax Division

Date: _____

Carmen M. Ortiz
United States Attorney
for the District of Massachusetts

ATTACHMENT A

CERTIFICATE OF ADOPTION
OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF
ISLAMIC INVESTMENT COMPANY OF THE GULF (BAHAMAS) LIMITED

I certify that:

1. I am now, and at the times mentioned below was, the duly elected, qualified, and acting Secretary of Islamic Investment Company of the Gulf (Bahamas) Limited, a business company organized under the laws of the Commonwealth of the Bahamas (the "Company"), in charge of the minute books and corporate records of the Company.
2. Attached hereto and marked Attachment A-1 is a true copy of resolutions duly adopted by the Board of Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and is at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

**ISLAMIC INVESTMENT COMPANY OF THE GULF
(BAHAMAS) LIMITED**

UNANIMOUS WRITTEN RESOLUTIONS

Unanimous Written Resolutions passed by the Board of Directors of Islamic Investment Company of the Gulf (Bahamas) Ltd (the "Company") effective on the 25th day of July 2011 in accordance with Article 79 of its Article of Association.

**TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US
GOVERNMENT**

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;



**ISLAMIC INVESTMENT COMPANY OF THE GULF
(BAHAMAS) LIMITED**

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, acting General Manager of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or Memorandum and Articles of Association of the Company and, in the event of any conflict between these resolutions and such certificate

**ISLAMIC INVESTMENT COMPANY OF THE GULF
(BAHAMAS) LIMITED**

or Memorandum and Articles of Association, these resolutions shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



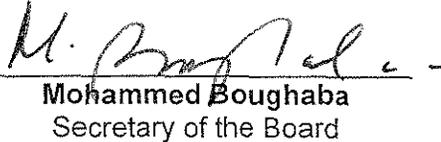
Khalid Abdulla-Janahi
Chairman



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Mohammed Boughaba
Secretary of the Board

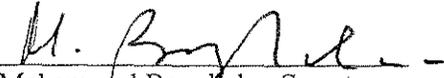
ATLANTICA INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF ATLANTICA INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Atlantica Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

ATLANTICA INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Atlantica Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

ATLANTICA INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

BEACON STREET INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF BEACON STREET INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Beacon Street Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

BEACON STREET INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Beacon Street Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

BEACON STREET INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

BEACON STREET INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

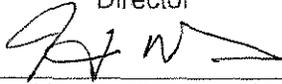
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

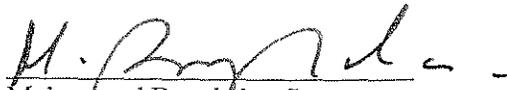
BR INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF BR INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of BR Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

BR INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

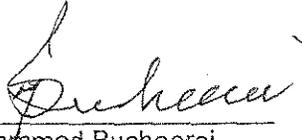
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

BR INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

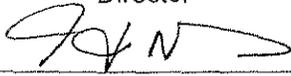
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

BUCKHEAD INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF BUCKHEAD INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Buckhead Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

BUCKHEAD INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Buckhead Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

BUCKHEAD INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

BUCKHEAD INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

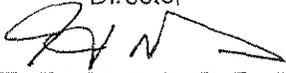
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

CASCADES INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF CASCADES INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Cascades Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

CASCADES INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Cascades Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

CASCADES INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

CASCADES INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

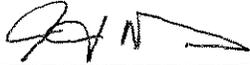
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

CITY HEIGHTS INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF CITY HEIGHTS INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of City Heights Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

CITY HEIGHTS INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of City Heights Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

CITY HEIGHTS INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

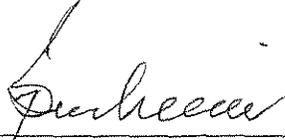
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

CITY HEIGHTS INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

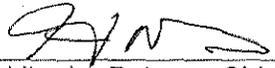
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassam Mahmood
Director



Syed Ibadur Rehman Chisti
Director

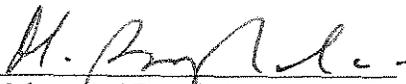
CK APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF CK APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of CK Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.



Mohammed Boughaba, Secretary

CK APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of CK Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

CK APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

CLARENDON INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF CLARENDON INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Clarendon Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Bouhaba, Secretary

CLARENDON INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Clarendon Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

CLARENDON INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

CLARENDON INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

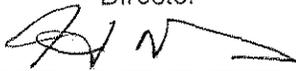
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

DADELAND INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF DADELAND INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Dadeland Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohamed Boughaba, Secretary

DADELAND INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Dadeland Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

DADELAND INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

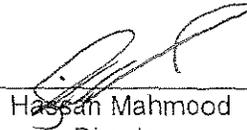
DADELAND INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

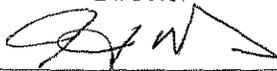
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

DR APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF DR APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of DR Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

DR APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of DR Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

DR APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

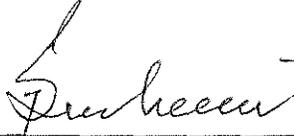
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

DR APARTMENTS CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Juma Abul
Director

DRY CREEK VILLAGE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF DRY CREEK VILLAGE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Dry Creek Village Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Bouhaba, Secretary

DRY CREEK VILLAGE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Dry Creek Village Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

DRY CREEK VILLAGE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

DRY CREEK VILLAGE INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director

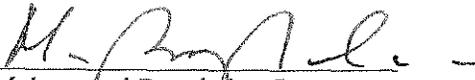
ED INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF ED INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of ED Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

ED INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of ED Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

ED INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

ED INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

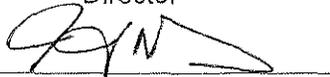
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

EQ BRECKINRIDGE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF EQ BRECKINRIDGE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of EQ Breckinridge Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

EQ BRECKINRIDGE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of EQ Breckinridge Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

EQ BRECKINRIDGE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

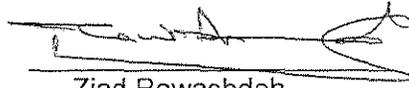
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

EQ BRECKINRIDGE INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Ziad Rawashdeh
Director

EXCALIBUR INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF EXCALIBUR INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Excalibur Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

EXCALIBUR INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Excalibur Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein); and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

EXCALIBUR INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

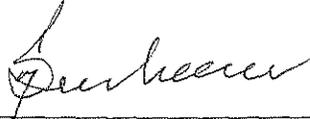
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

EXCALIBUR INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

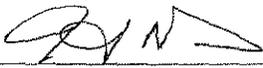
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

FAIRCHASE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF FAIRCHASE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Fairchase Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.



Mohammed Boughaba, Secretary

FAIRCHASE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Fairchase Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

FAIRCHASE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

FAIRCHASE INVESTMENT CORP.

between these resolutions and such certificate or bylaws, these resolutions shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Muhammad Wasif Ijlal
Director

FSC INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF FSC INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of FSC Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

FSC INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of FSC Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

FSC INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

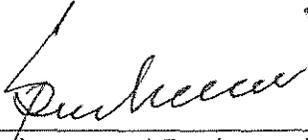
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict

FSC INVESTMENT CORP.

between these resolutions and such certificate or bylaws, these resolutions shall prevail as between the Company and such governmental agency or third party;

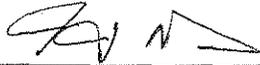
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman
Chishti
Director

GALLERIA INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF GALLERIA INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Galleria Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

GALLERIA INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

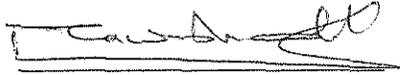
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

GALLERIA INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Ziad Rawashdeh
Director

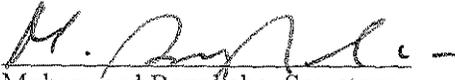
LS APARTMENTS I CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF LS APARTMENTS I CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of LS Apartments I Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

LS APARTMENTS I CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of LS Apartments I Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

LS APARTMENTS I CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

LS APARTMENTS I CORP.

between these resolutions and such certificate or bylaws, these resolutions shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Muhammad Wasif Ijlal
Director

ND APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF ND APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of ND Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

ND APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of ND Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

ND APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

ND APARTMENTS CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Juma Abull
Director

NP INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF NP INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of NP Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

NP INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of NP Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

NP INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

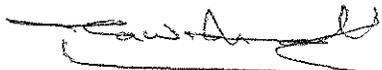
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

NP INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Ziad Rawashdeh
Director

OM INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF OM INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of OM Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.



Mohammed Boughaba, Secretary

OM INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of OM Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

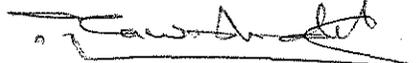
WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

OM INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Ziad Rawashdeh
Director

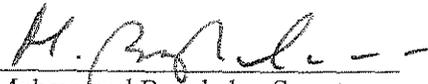
RP APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF RP APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of RP Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.



Mohammed Boughaba, Secretary

RP APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of RP Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

RP APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

SADDLEWOOD INVESTOR CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF SADDLEWOOD INVESTOR CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Saddlewood Investor Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

SADDLEWOOD INVESTOR CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Saddlewood Investor Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

SADDLEWOOD INVESTOR CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

SADDLEWOOD INVESTOR CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Juma Abull
Director

SAN APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF SAN APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of SAN Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

SAN APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of SAN Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

SAN APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

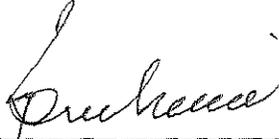
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

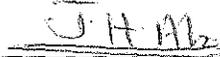
SAN APARTMENTS CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Juma Abull
Director

SD INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF SD INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of SD Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

SD INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of SD Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

SD INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

SD INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.


Ziad Rawashdeh
Director

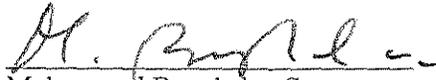
SIGNATURE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF SIGNATURE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Signature Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

SIGNATURE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Signature Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

SIGNATURE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

SIGNATURE INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

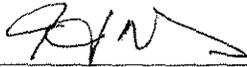
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

SUNSET VILLAGE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF SUNSET VILLAGE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Sunset Village Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

SUNSET VILLAGE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Sunset Village Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

SUNSET VILLAGE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

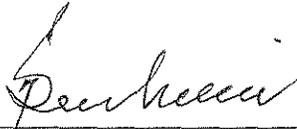
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

SUNSET VILLAGE INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

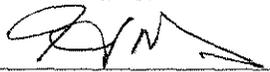
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

TGA INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF TGA INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of TGA Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

TGA INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of TGA Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

TGA INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

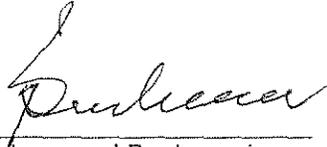
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

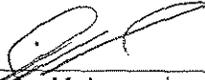
TGA INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

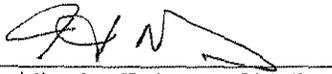
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

TM INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF TM INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of TM Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Bouhaba, Secretary

TM INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of TM Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

TM INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

TM INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

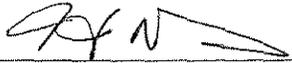
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

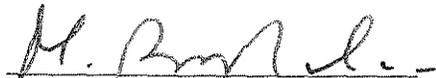
TOWN LAKE INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF TOWN LAKE INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Town Lake Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

TOWN LAKE INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Town Lake Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

TOWN LAKE INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

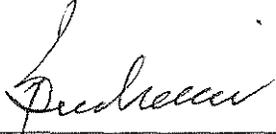
FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

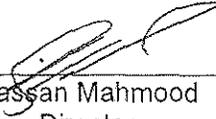
TOWN LAKE INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

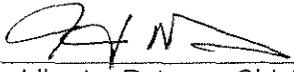
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

TRAMONTO INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF TRAMONTO INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Tramonto Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

TRAMONTO INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Tramonto Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

TRAMONTO INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

TRAMONTO INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

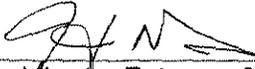
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director

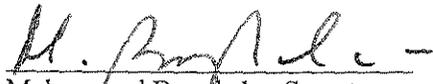
WM APARTMENTS CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF WM APARTMENTS CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of WM Apartments Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

WM APARTMENTS CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of WM Apartments Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

WM APARTMENTS CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

WM APARTMENTS CORP.

shall prevail as between the Company and such governmental agency or third party;

FURTHER RESOLVED, that Mohammed Boughaba is hereby appointed as Secretary of the Company and that he is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Muhammad Wasif Ijlal
Director

WOODLAND POND INVESTMENT CORP.

CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF WOODLAND POND INVESTMENT CORP.

I certify that:

1. I am now the duly elected, qualified, and acting Secretary of Woodland Pond Investment Corp, a Delaware Corporation (the "Company").
2. Attached hereto is a true copy of resolutions duly adopted by all the Directors of the Company on July 25, 2011.
3. The resolutions referred to above have not been modified or rescinded and are at the date of this certificate in full force and effect.

Executed on July 25, 2011.


Mohammed Boughaba, Secretary

WOODLAND POND INVESTMENT CORP.

ACTION BY UNANIMOUS WRITTEN CONSENT

This action by unanimous written consent is adopted by the Board of Directors of Woodland Pond Investment Corp., a Delaware corporation (the "Company") effective on the 25th day of July 2011, in accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company.

TO APPROVE THE NON-PROSECUTION AGREEMENT WITH THE US GOVERNMENT

WHEREAS, the directors of the Company have been presented with the form of a letter agreement Re: Islamic Investment Company of the Gulf (Bahamas) Limited – Non Prosecution Agreement, and the exhibits and attachments thereto (together with all exhibits and attachments thereto, the "Agreement");

WHEREAS, the directors of the Company have duly considered all the terms and conditions of the Agreement, including the covenants and representations of the Company and its obligations under the Agreement;

WHEREAS, the directors further find the Statement of Facts attached as Exhibit B to the Agreement to be true and correct; and

WHEREAS, the directors find in addition that it would be in the best interests of the Company and its shareholders for the Company to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, all of its terms and conditions (including without limitation all covenants, representations and statements of the Company therein), and all acts, documents and transactions necessary or incidental for the Company to perform its obligations under the Agreement, including without limitation the payment and withholding of taxes and filing of tax returns and reports in connection therewith as are or may be required under applicable United States law (the "Agreement Transactions") be, and the same hereby are, approved;

WOODLAND POND INVESTMENT CORP.

FURTHER RESOLVED, that Syed Ibadur Rehman Chishti, in the capacity of an authorized agent of the Company, acting alone, is hereby authorized and empowered, on behalf of and in the name of the Company, as its corporate act and deed, to do any or all of the following:

- (a) Execute the Agreement;
- (b) Deliver the Agreement as so executed to the United States Department of Justice;
- (c) Pay its portion of the Total Payment Amount (as defined in the Agreement), file tax returns, and otherwise fully carry out all Agreement Transactions;
- (d) Execute, verify, acknowledge, swear to, file, record, lodge, register and deliver any and all documents and instruments, including without limitation (if necessary) the Tolling Agreement in the form of Exhibit D to the Agreement and (if necessary) the agreement with the United States Internal Revenue Service in the form of Exhibit F to the Agreement, as well as any certification to any governmental agency or third party regarding the matters provided for in these resolutions or the Agreement (together with the Agreement, the "Agreement Documents"), and perform all obligations of the Company under the Agreement Documents; and
- (e) Perform all acts, and execute and deliver all documents and instruments as are or may be required from time to time to carry out the purposes of these resolutions and take any and all actions incidental to any of the foregoing;

FURTHER RESOLVED, that the authority conferred in these resolutions (a) is intended to constitute specific authority to perform the actions described therein and shall not be construed as a limitation on any other powers or authority now or hereafter conferred on the Company or any of its officers, and (b) shall be deemed retroactive, and any actions authorized herein which were taken prior to the execution hereof are hereby ratified, confirmed and approved as of the dates done;

FURTHER RESOLVED, that the United States Department of Justice and the United States Internal Revenue Service and any other governmental agency or third party shall be entitled to rely without investigation upon these resolutions and any certification by any officer of the Company of these resolutions or of the matters provided for in the Agreement Documents, notwithstanding anything now or hereafter contained in the certificate of incorporation or bylaws of the Company and, in the event of any conflict between these resolutions and such certificate or bylaws, these resolutions

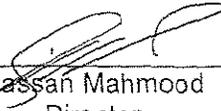
WOODLAND POND INVESTMENT CORP.

shall prevail as between the Company and such governmental agency or third party;

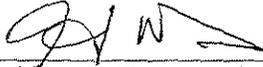
FURTHER RESOLVED, that the Secretary of the Company is hereby authorized to deliver a certified copy of these resolutions to any such governmental agency or third party.



Mohammed Bucheerei
Director



Hassan Mahmood
Director



Syed Ibadur Rehman Chisti
Director



U.S. Department of Justice

Tax Division

Washington, D.C. 20530

IICGB NON-PROSECUTION AGREEMENT

ATTACHMENT B

STATEMENT OF FACTS

From 2002 through 2007, the Islamic Investment Company of the Gulf (Bahamas) Limited ("IICGB"), on behalf of its foreign investor clientele, invested approximately \$280 Million (US) in 32 multi-family real estate developments in the United States (the "Investments"), as listed on **Attachment C**, that were facilitated and managed by Overland Capital Group, Inc., a Delaware corporation ("OCG"), headquartered in Boston, Massachusetts. In addition, OCG managed other investments in United States real estate that had been made before 2002 as well as certain real estate loan and equipment leasing investments. IICGB initially owned 60% of the total number of outstanding shares of common stock of OCG. In or about 2002, IICGB transferred its OCG stock to Nexus, Inc., a Cayman Islands company. After the transfer of OCG stock to Nexus, OCG continued to facilitate and manage IICGB's investments in multi-family real estate in the United States.

For each of the Investments, a separate Delaware corporation was formed ("Delaware Corporations" listed in **Attachments C and E**). The Stock of each of the Delaware Corporations was held by one of a series of five Cayman Island companies. The stock of these Cayman Island companies was held by IICGB on behalf of its foreign investor clientele. To facilitate the financing of the Investments, the Delaware Corporations acquired an interest, as a limited partner, in a partnership that in turn acquired the Investments. The general partners of the limited partnerships were entities affiliated with unrelated third party domestic real estate developers. The cash that the Delaware Corporations contributed to the limited partnerships was obtained, in part, by borrowing funds from one of a second set of five Cayman Island companies, the stock of which was also held by IICGB on behalf of its foreign investor clientele. The limited partnerships then borrowed additional amounts necessary to complete the funding for the Investments from unrelated financial institutions. All of the investment funds provided to the Delaware Corporations, through the Cayman Island companies, were derived from IICGB on behalf of its foreign investor clientele.

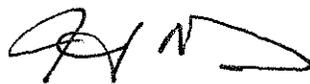
The Delaware Corporations, in connection with their acquisition of limited partnership interests in the Investments, each entered into an agreement to pay up-front "service fees," "load fees," and other "asset management fees" (collectively "Service Fees") as well as "performance fees" ("Performance Fees") to another foreign corporation affiliated with IICGB ("Foreign Advisers"). The Foreign Advisers were Allegiance Services Ltd., Delta Asset Management Services LTD, Global Asset Management Services, Ltd., and Worldwide Asset Management Services, LTD. From 2002 through 2007, a total of \$16,176,127 in Service Fees and

\$58,949,410 in Performance Fees were paid by the Delaware Corporations to the Foreign Advisers. The Delaware Corporations filed United States corporate income tax returns, Forms 1120, in which the Delaware Corporations improperly deducted the Performance and Service Fees as business expenses. IICGB acknowledges that these amounts, from 2002 through 2007, were wire transferred to foreign banking accounts which were under the direction and control of IICGB or its affiliates. The amounts characterized on these income tax returns as Performance and Service Fees actually represented distributions of dividends from the Delaware Corporations, which under United States law, Title 26 United States Code, §881(a)(1), were subject to a 30% withholding tax upon expatriation from the United States. IICGB further acknowledges that these distributions did not constitute a return of capital. In addition, the Delaware Corporations deducted interest accrued or paid to the Cayman Island lender companies described above.

IICGB states that before filing their United States tax returns, the Delaware Corporations obtained United States legal and tax advice. However, IICGB now acknowledges it was improper for the Delaware Corporations not to have withheld United States income tax in the amount of \$22,537,661, from the Service and Performance Fees paid by the Delaware Corporations to the Foreign Advisers during the taxable years 2002 through 2007. IICGB also acknowledges that the Delaware Corporations should have remitted such withheld tax to the United States. And finally, IICGB acknowledges that the Delaware Corporations should have filed withholding tax returns, Forms 1042, reporting the collection and payment of the withholding tax to the IRS, in accordance with the United States Internal Revenue Code, specifically Title 26 United States Code §§881(a)(1) and 1442(a). Specifically, IICGB acknowledges that deductions were not properly claimed by the Delaware Corporations for Service and Performance Fees paid with respect to any services rendered by the Foreign Advisers, Allegiance Services Ltd., Delta Asset Management Services LTD, Global Asset Management Services, Ltd., and Worldwide Asset Management Services, LTD.

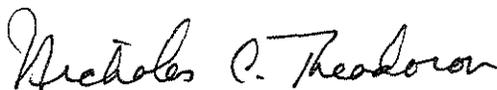
Seen and Agreed:

Date: July 25, 2011



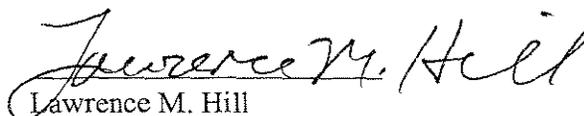
Syed Ibadur Rehman Chishti
Acting General Manager, IICGB

Date: August 12, 2011



Nicholas Theodorou
Foley Hoag, LLP
Counsel for IICGB

Date: August 12, 2011



Lawrence M. Hill
Dewey & LeBouf, LLP
Counsel for DMI,
Parent Corporation of IICGB

Attachment C

Summary of Disallowed Deductions and Gross Income Paid to Foreign Persons

EIN	Entity	Year	Foreign Advisor	Performance Fees Paid	Load Fees Paid	Asset Management Fee	Additional Tax on disallowed deductions	Net Dividend (Performance Fee less additional tax)	Total income added to form 1042	Tax due on additional income 30%
1	Galleria Investment Corp	2002	Allegiance	252,359	-	-	-	252,359		
2			Allegiance					Total 2002	252,359	75,708
3	Town Lake Investment Corp	2004	Allegiance	-	701,857	-	-	701,857		
4	Cascades Investment Corp	2004	Allegiance	-	580,224	-	-	580,224		
5	Atlantic Investment Corp	2004	Allegiance	-	280,000	-	-	280,000		
6	Signature Investment Corp	2004	Allegiance	-	528,233	-	-	528,233		
7			Allegiance					Total 2004	2,090,314	627,094
8	City Heights Investment Corp	2005	Allegiance	-	824,950	-	-	824,950		
9			Allegiance					Total 2005	824,950	247,485
10	Atlantic Investment Corp	2006	Allegiance	403,449	-	-	-	403,449		
11	Buckhead Investment Corp	2006	Allegiance	-	857,325	-	-	857,325		
12	Signature Investment Corp	2006	Allegiance	1,808,662	-	-	-	1,808,662		
13	Town Lake Investment Corp	2006	Allegiance	5,434,619	-	-	-	5,434,619		
14	Dry Creek Village Investment Corp	2006	Allegiance	-	457,321	-	-	457,321		
15	Excalibur Investment Corp	2006	Allegiance	-	646,940	-	-	646,940		
16	Woodland Pond Investment Corp	2006	Allegiance	-	209,337	-	-	209,337		
17	Beacon Street Investment Corp	2006	Allegiance	110,461	-	-	-	110,461		
18			Allegiance					Total 2006	9,928,114	2,978,434
19	Signature Investment Corp	2007	Allegiance	85,012	-	-	-	85,012		
20	Town Lake Investment Corp	2007	Allegiance	555,656	-	-	-	555,656		
21			Allegiance					Total 2007	640,668	192,200
22	Saddlewood Investor Corp	2003	Delta	-	169,068	-	-	169,068		
23	CK Apartments Corp	2003	Delta	-	215,048	-	-	215,048		
24	ND Apartment Corp	2003	Delta	-	610,800	-	-	610,800		
25	DR Apartments Corp	2003	Delta	-	194,712	-	-	194,712		
26	SAN Apartments Corp	2003	Delta	-	506,668	-	-	506,668		
27			Delta					Total 2003	1,696,296	508,889
28	CK Apartments Corp	2004	Delta	-	-	78,687	-	78,687		
29			Delta					Total 2004	78,687	23,606
30	CK Apartments Corp	2005	Delta	3,729,499	-	18,158	-	3,747,657		
31	SAN Apartments Corp	2005	Delta	1,336,705	-	-	-	1,336,705		
32			Delta					Total 2005	5,084,362	1,525,309
33	CK Apartments Corp	2006	Delta	(150,373)	-	-	-	(150,373)		
34			Delta					Total 2006	(150,373)	(45,112)
35	NP Investment Corp	2002	Global	450,000	-	-	-	450,000		
36			Global					Total 2002	450,000	135,000
37	LS Apartments I Corp	2003	Global	-	2,155,096	-	-	2,155,096		
38			Global					Total 2003	2,155,096	646,529
39	Fairchase Investment Corp	2004	Global	-	840,000	-	-	840,000		
40	LS Apartments I Corp	2004	Global	-	-	-	-	-		
41	EQ Breckinridge Investment Corp	2004	Global	196,177	-	-	-	196,177		
42			Global					Total 2004	1,036,177	310,853
43	WM Apartment Corp	2005	Global	25,962	-	-	-	25,962		
44			Global					Total 2005	25,962	7,789
45	Fairchase Investment Corp	2006	Global	-	-	355,199	-	355,199		
46			Global					Total 2006	355,199	106,560
47	Fairchase Investment Corp	2007	Global	5,128,090	-	35,905	-	5,163,995		
48	LS Apartments I Corp	2007	Global	-	-	-	-	-		
49			Global					Total 2007	5,163,995	1,549,199
50	ED Investment Corp	2002	Worldwide	-	814,030	-	-	814,030		
51	Dadeland Investment Corp	2002	WorldWide	-	1,268,506	-	-	1,268,506		
52	TM Investment Corp	2002	WorldWide	-	409,187	-	-	409,187		
53	Causway Street	2002	WorldWide	-	500,000	-	-	500,000		
54	Kingwood	2002	WorldWide	-	356,250	-	-	356,250		
55	TGA Investment Corp	2002	WorldWide	-	518,272	-	-	518,272		
56			WorldWide					Total 2002	3,866,245	1,159,874
57	BR Investment Corp	2003	WorldWide	-	373,231	-	-	373,231		
58	OM Investment Corp	2003	Worldwide	-	-	-	-	-		
59	RP Apartments Corp	2003	WorldWide	-	286,807	-	-	286,807		
60	SD Investment Corp	2003	Worldwide	-	150,000	-	-	150,000		
61	Tramonto Investment Corp	2003	Worldwide	-	349,138	-	-	349,138		
62			WorldWide					Total 2003	1,159,176	347,753
63	Clarendon Investment Corp	2004	Worldwide	-	631,430	-	-	631,430		
64	OM Investment Corp	2004	Worldwide	4,109,033	-	-	-	4,109,033		
65	SD Investment Corp	2004	Worldwide	5,224,224	-	-	-	5,224,224		
66	FSC Investment Corp	2004	WorldWide	-	253,748	-	-	253,748		
67			WorldWide					Total 2004	10,218,435	3,065,531
68	BR Investment Corp	2005	WorldWide	-	-	-	-	-		
69	Clarendon Investment Corp	2005	WorldWide	13,253,973	-	-	-	13,253,973		
70	TM Investment Corp	2005	WorldWide	1,477,837	-	-	-	1,477,837		
71			WorldWide					Total 2005	14,731,810	4,419,543
72	BR Investment Corp	2006	WorldWide	2,910,387	-	-	-	2,910,387		
73	ED Investment Corp	2006	Worldwide	8,644,587	-	-	-	8,644,587		
74	FSC Investment Corp	2006	WorldWide	-	178,188	-	-	178,188		
75	Tramonto Investment Corp	2006	Worldwide	3,803,607	-	-	-	3,803,607		
76			WorldWide					Total 2006	15,536,769	4,661,031
77	Clarendon Investment Corp	2007	Worldwide	(87,980)	-	-	-	(87,980)		
78	FSC Investment Corp	2007	WorldWide	124,302	-	-	-	124,302		
79	Tramonto Investment Corp	2007	Worldwide	(55,026)	-	-	-	(55,026)		
80			WorldWide					Total 2007	(18,704)	(5,611)
Total disallowed Deductions and Gross Income Paid to Foreign Persons:				58,949,410	15,688,178	487,949	0	75,425,537	75,125,537	22,537,661



U.S. Department of Justice
Tax Division

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Re: Islamic Investment Company of the Gulf
Bahamas - Non-Prosecution Agreement
ATTACHMENT D
Statute of Limitations Tolling Agreement

STATUTE OF LIMITATIONS TOLLING AGREEMENT

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The United States is investigating matters regarding the Islamic Investment Corporation of the Gulf - Bahamas ("IICGB") and related entities and individuals for possible criminal violations, including potential violations of Title 26, United States Code, Section 7201 (tax evasion) and Title 18, United States Code, Section 371 (conspiracy).
2. After due consideration and negotiations the United States and IICGB, ("the Parties") through their counsel, have agreed to conclude the United States's investigation of IICGB by entering into a Non-Prosecution Agreement ("the Agreement").
3. As part of the Agreement, the Parties have agreed to an 18 month operational term during which IICGB is to come into compliance with the Internal Revenue Code with respect to conduct described in the Statement of Facts. See Attachment B to the Agreement.
4. The Parties have further agreed that during the 18 month operational term of the Agreement the applicable Statute of Limitations shall be tolled.
5. In accordance with the intent of the Parties, with respect to possible federal violations arising from the conduct described in the Statement of Facts, Attachment B to the Agreement, as to which the applicable statutes of limitations have not yet run as of August 12, 2011, IICGB, through its counsel, hereby agrees that the running of any applicable

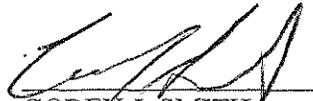
statute of limitations, including Title 26 U.S.C. § 6531(1) & (2), be, and hereby is, tolled for the period beginning August 12, 2011 to March 12, 2013 (the "Tolling Period"). Should any criminal charges be filed against IICGB as a result of a breach of the Agreement, IICGB hereby agrees to waive, and does waive, any and all defenses based upon the statute of limitations having expired between August 12, 2011 to March 12, 2013.

3. Nothing in this agreement shall affect any applicable statute of limitations defense, or any time-related defense, that may be available to IICGB before the commencement of the Tolling Period or be construed to revive any proceeding that may be barred by any applicable statutes of limitations or any other time-related defense before the commencement of the Tolling Period.

Date this 12th day of August 2011

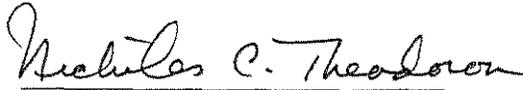
ROSEMARY E. PAGUNI, Chief
Northern Criminal Enforcement Section

By:



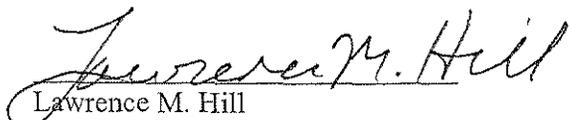
COREY J. SMITH
Senior Litigation Counsel
Department of Justice, Tax Division

Acknowledged and So Stipulated and Agreed



Nicholas Theodorou
Attorney for IICGB

August 12, 2011
Date



Lawrence M. Hill
Attorney for DMI

August 12, 2011
Date



U.S. Department of Justice
Tax Division

Washington, D.C. 20530

IICGB NON-PROSECUTION AGREEMENT

ATTACHMENT E

IICGB ONGOING UNITED STATES

REAL ESTATE INVESTMENTS

1. Cascades

Location: Sylmar, California
Partnership: Fairfield Sylmar, L.P.
Delaware Corporation: Cascade Investment Corp ("CIC")
Original Equity: \$8,288,928
Cayman Island Equity Company: Oasis Equity, Ltd
Cayman Island Debt Company: Broadway Investment Capital, Ltd
Commercial Lender: Bank of Montreal
Commercial Loan Amount: \$28,000,000
Closing Date: December 15, 2004

2. City Heights

Location: San Jose, California
Partnership: City Heights, L.P.
Delaware Corporation: City Heights Investment Corp ("CHIC")
Original Equity: \$11,785,000
Cayman Island Equity Company: Oasis Equity, Ltd
Cayman Island Debt Company: Broadway Investment Capital, Ltd
Commercial Lender: Fremont Investment & Loan
Commercial Loan Amount: \$28,000,000

Closing Date: December 15, 2004

3. **Dadeland**

Location: Miami, Florida
Partnership: Fairfield Dadeland, L.P.
Delaware Corporation: Dadeland Investment Corp ("DIC")
Original Equity: \$15,856,313
Cayman Island Equity Company: United Equity, Ltd
Cayman Island Debt Company: Zenith Real Estate Fund I, Ltd
Commercial Lender: Wachovia Bank
Commercial Loan Amount: \$75,763,422
Closing Date: December 30, 2002

4. **Dry Creek**

Location: Englewood, Colorado
Partnership: Fairfield Dry Creek Village, L.P.
Delaware Corporation: Dry Creek Village Investment Corp ("DCVIC")
Original Equity: \$6,533,150
Cayman Island Equity Company: Oasis Equity, Ltd
Cayman Island Debt Company: Broadway Investment Capital, Ltd
Commercial Lender: Bank of Montreal
Commercial Loan Amount: \$28,979,545
Closing Date: April 19, 2004

5. **Excalibur**

Location: Pikesville, Maryland
Partnership: Triton Excalibur, L.P.
Delaware Corporation: Excalibur Investment Corp ("EIC")
Original Equity: \$9,242,000
Cayman Island Equity Company: Oasis Equity, Ltd
Cayman Island Debt Company: Broadway Investment Capital, Ltd
Commercial Lender: Freddie Mac

Commercial Loan Amount: \$14,980,000
Closing Date: January 19, 2006

6. **Manors at Buckhead**

Location: Buckhead, Georgia
Partnership: Buckhead, Manor, L.P.
Delaware Corporation: Buckhead Investment Corp. ("BIC")
Original Equity: \$12,247,500
Cayman Island Equity Company: Oasis Equity, Ltd
Cayman Island Debt Company: Broadway Investment Capital, Ltd
Commercial Lender: GMAC Commercial Mortgage Corporation
Commercial Loan Amount: \$57,360,000
Closing Date: April 26, 2006

7. **North Dallas**

Location: Dallas, Texas
Partnership: Kavachakundlu, L.P.
Delaware Corporation: ND Apartments Corp. ("NDAC")
Original Equity: \$9,750,000
Cayman Island Equity Company: Highland Equity, Ltd
Cayman Island Debt Company: May Investment Fund I Limited
Commercial Lender: CIBC Inc.
Commercial Loan Amount: \$30,300,000
Closing Date: June 5, 2003



LARGE BUSINESS AND
INTERNATIONAL DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, DC 20224

Attachment F

IRS LB & I has reviewed the Statement of Facts, Attachment B to the Agreement, and agrees with the descriptions of the transactions therein, including the conclusion that the economic reality of these transactions was that for United States tax purposes IICBG was the de facto sole parent and stock holder of the Delaware Corporations. IRS LB & I further agrees with the tax liability calculations of the Delaware Corporations contained in the Agreement and to accept the Total Payment amount, as defined in paragraph 3 of the Agreement, in full satisfaction of IICBG's liability for the tax due and owing for the Delaware Corporations, as defined in the Agreement and listed in Attachment C to the Agreement, for the tax years 2002 through and including 2007. IRS LB & I represents that once the Total Payment Amount is paid in full it will not seek to audit, assess or collect any additional federal income tax for the tax years 2002 through and including 2007 from IICBG, its subsidiaries, or any of the entities involved in the transactions described in the Statement of Facts, Attachment B and enumerated in Attachment C, regarding those same transactions.

Mark Chan
Program Manager
Internal Revenue Service
Large Business & International

Date: 7/8/11