

PRÊTE-NOM AND TRUST AGREEMENT

BY AND BETWEEN: YVOLAN FINANCE CORP., a body politic and corporate, duly constituted according to law, and having a place of business at Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands, herein acting and represented by its duly authorized representative,

hereinafter referred to as the "Principal";

AND: ATLANTIC CG CONSULTANT GROUP INC., a body politic and corporate, duly constituted according to the laws of the Province of Québec, Canada, and having its head office in the city and district of Montreal, herein acting and represented by its director Mr. Max Norbert Blauenstein,

hereinafter referred to as the "Agent";

WHEREAS the Principal is the owner of all the issued and outstanding shares of the Agent;

WHEREAS the Principal wishes to retain its anonymity and consequently wishes to use the Agent as its prête-nom and mandatary;

WHEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Principal hereby constitutes the Agent as its mandatary and prête-nom in order to act, in all manner and with respect to all matters and strictly in accordance with its instructions and exclusively for and on its account.
2. For its part, the Agent hereby accepts such nomination and appointment and hereby agrees and acknowledges that in all nature of transactions and with respect to all property which it may hold, own, administer or otherwise deal with, it is acting solely and exclusively as an agent and prête-nom for the account and on behalf of its Principal, whose instructions it shall follow.
3. The Agent must keep full and complete financial records of all transactions the whole at the cost of the Principal.

4. The Agent hereby agrees that during the term of the present agreement it shall not act in any transaction on its own account but shall, in all matters and ways, act purely and exclusively as the Agent and prête-nom of the Principal.
5. The Agent recognizes by these presents and hereby confirms that in its execution of any deed, document, agreement, convention, contract, or writing whatsoever it is acting purely and exclusively as the prête-nom and Agent of the Principal and in no other capacity whatsoever; that all benefits of ownership or profits or losses that accrue from the said transactions are those exclusively of the Principal and no other entity.
6. The term of this agreement is for an indefinite period unless rescinded by either party in writing, whereupon it shall terminate 30 days after such notice.

WHEREFORE the parties have signed:

This 15 day of April, 2002

YVOLAN FINANCE CORP.

Per: *Nionca Scott A.*

Per: _____

This 15 day of April, 2002

ATLANTIC CG CONSULTANT GROUP INC.

Per: *[Signature]*
Max Norbert Blauenstein

I, the undersigned, attest that Mr. Max Norbert Blauenstein signed these presents on behalf of ATLANTIC CG CONSULTANT GROUP INC., on the 15 day of April, 2002.

Witness