

PART 1

‘Investment Agreement’

This Investment Management Agreement (the "Agreement"), is dated as of _____, between Mrs. Maria Stevens, Zimbabwean, resident in 327 Bourke Street, Muckleneuk, Pretoria, South Africa, Passport Number: AN498648, here on "THE INVESTOR" and Mr./Mrs. _____ (name), _____ (Nationality), resident in (Residential address) , Passport number: _____, here on "THE ADMINISTRATOR",

THE INVESTOR desires to appoint as its investment adviser and manager with authority and responsibility to invest the Fund Assets of THE INVESTOR (US\$ 15,000,000.00) FIFTEEN MILLION AMERICAN DOLLARS in an account to be designated by THE ADMINISTRATOR and, THE ADMINISTRATOR desires to act in such capacity as investment adviser and manager, all on the terms and conditions hereinafter set forth.

NOW, Therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

THE ADMINISTRATOR represents and warrants that:

(a) It will continue at all times during the term of this Agreement to be a fiduciary, and is in lawful compliance with the provisions as applicable,

(b) it is a duly organized, validly existing, and in good standing under the laws of Administrators home country and has the power and authority to carry on its business as now being conducted and has the power and authority to execute, deliver, and perform this Agreement; and

(c) It is duly qualified and in good standing in home country and resident country, as well as in such foreign countries or political subdivisions thereof, as is necessary to perform this Agreement; and

(d) it has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of THE ADMINISTRATOR enforceable against it in accordance with its terms except as may be limited by federal and state laws affecting the rights of creditors generally and except as may be limited by legal or equitable remedies.

(e) it has made, obtained, and performed all other registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, or required by any other person or entity in order to execute, deliver, and perform this Agreement; and

(f) to the best of THE ADMINISTRATOR's knowledge, neither the execution, delivery, nor performance of this Agreement by THE ADMINISTRATOR will violate any law, statute, order, rule, or regulation of, or judgment, order or decree by, any federal, state, local, or foreign court or governmental authority, domestic or foreign, to which THE ADMINISTRATOR is subject nor will the same constitute a breach of, or default under, provisions of any agreement or contract to which it is a party or by which it is bound.

(g) THE INVESTOR hereby appoints THE ADMINISTRATOR as an investment manager with the power to invest and manage the Fund Assets of THE INVESTOR which from time to time are allocated to the Account THE INVESTOR and/or THE ADMINISTRATOR has opened and THE ADMINISTRATOR hereby accepts such appointment on the terms and conditions set forth herein. "Fund Assets" shall consist of the funds of THE INVESTOR. The assets of THE INVESTOR which THE INVESTOR has notified or shall from time to time notify THE ADMINISTRATOR in writing to be transferred to the Account together with dividends, income, proceeds, and profits thereon.

(h) THE ADMINISTRATOR is hereby authorized on behalf of the INVESTOR , as its agent and manager of the Account Assets, to exercise discretionary investment authority without obtaining the prior consent of or consulting with THE INVESTOR, or any other person, (i) to deal with, the Account Assets, (ii) to purchase and sell to any person the Account/Fund Assets, (iii) to instruct any trustee or custodian of any and all of the Account Assets to receive, accept and deliver securities or other assets sold, exchanged or otherwise disposed of from the Account, and (iv) generally to perform any other act necessary or proper to enable THE ADMINISTRATOR to carry out its obligations under this Agreement. THE ADMINISTRATOR shall attempt to obtain the best net price and the most favorable execution of each purchase and sale transaction. In selecting a broker dealer for a particular transaction, THE ADMINISTRATOR shall obtain best execution, considering such factors as execution capabilities required by a transaction, cost, speed, efficiency, confidentiality and other factors, including the provision of research or other services or products to the Account or other accounts serviced THE INVESTOR by THE ADMINISTRATOR;

(i) It is understood that THE ADMINISTRATOR performs investment advisory services for various clients. THE INVESTOR understands that THE ADMINISTRATOR may give advice and take action with respect to any of its other clients which may differ from advice given to THE INVESTOR or the timing or nature of action taken with respect to the Account; provided, however, THE ADMINISTRATOR agrees that it will (i) not favor or disfavor consciously or consistently any client or class of clients in the allocation of investment opportunities, and (ii) to the extent practicable see that such opportunities are allocated among clients over a period of time on a fair and equitable basis.

(j) Nothing in this Agreement shall impose upon THE ADMINISTRATOR any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which THE ADMINISTRATOR, its principal affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the discretion of THE ADMINISTRATOR such investment would be unsuitable for the Account or if THE ADMINISTRATOR determines in the best interest of the Account it would be impractical or undesirable.

(k) THE ADMINISTRATOR shall send a statement of all investments earnings, receipts, disbursements, and other transactions directed by it for the Account to THE INVESTOR monthly. THE ADMINISTRATOR shall keep accurate and detailed records of all transactions entered into pursuant to this Agreement and such THE INVESTOR records shall be open to inspection and audit at all reasonable times by representatives of THE INVESTOR. Within ten (10) business days following the close of each calendar month during the term of this Agreement and, within ten (10) business days after the effective date of the termination of this Agreement, the Manager shall file a written report with THE INVESTOR setting forth all transactions effected by it during the preceding calendar month, including a schedule of assets of cash and securities. Such report shall also contain a valuation of all securities over which THE ADMINISTRATOR has control. Such assets shall be valued as of the close of business on the last business day of the preceding calendar month or portion thereof prior to termination of this Agreement, as the case may be unless, as requested by THE INVESTOR.

(l) All fixed income securities traded in over-the-counter markets shall be valued at the latest available bid price quotation furnished to THE ADMINISTRATOR by such sources as may be deemed appropriate. In the event THE ADMINISTRATOR may hold securities which are listed on any national securities exchange, these shall be valued at the last sale price on the valuation date. Any other securities shall be valued in such manner as determined in good faith by THE ADMINISTRATOR and agreed to by Investor to reflect its fair market value.

(m) THE ADMINISTRATOR agrees to discharge its duties, as investment manager and fiduciary, with respect to the Account Assets solely in the interest of THE INVESTOR and with THE INVESTOR care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in the like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. THE ADMINISTRATOR further agrees that it will continue at all times during the term of this Agreement to be an investment manager and a fiduciary as above described,

and that it will comply with all laws, rules, and regulations of any governmental authority or agency have applicability to the transactions contemplated by this Agreement, and that it will perform in accordance with the standards of care set forth in this section and this Agreement.

(n) THE ADMINISTRATOR hereby covenants and agrees that it shall immediately notify THE INVESTOR (i) if it fails to comply with or will for any reason be unable to comply with any term, condition or provision of this Agreement; (ii) of any change in THE ADMINISTRATOR's partners, directors, managers, member manager, or employees who exercise investment discretion with respect to the Account or of any other material adverse change in THE ADMINISTRATOR's condition, financial or otherwise, or in its business, business organization, or any such change which is or might be materially adverse to THE ADMINISTRATOR or the Account; (iii) if any of the partners, directors, managers, member managers, or employees of THE ADMINISTRATOR or any "affiliated person". THE INVESTOR to, an issuer of securities in which THE ADMINISTRATOR has invested, or intends to invest, Account Assets; and (iv) following the occurrence of any happening or event which would cause any representation or warranty of THE ADMINISTRATOR in Section 1 hereof, to be no longer true and correct in all respects (assuming solely for the purpose of this covenant of notification that all such representations and warranties are deemed to be reiterated and brought down during each successive day during this Agreement); provided that nothing in this provision shall detract from or modify any representation or warranty made by THE ADMINISTRATOR in Section 1 hereof.

(o) The objective of THE ADMINISTRATOR is to produce an incremental return over a specified benchmark on the Account Assets. THE ADMINISTRATOR shall provide THE INVESTOR with such information as THE INVESTOR, from time to time, may request with regard to the Account Assets, including the identity of the employees, officers, and directors or other principals of THE ADMINISTRATOR, or other matters relating to this Agreement and the transactions contemplated hereby. THE ADMINISTRATOR will have the responsibility to monthly provide THE INVESTOR with data to support asset and return reconciliations between THE ADMINISTRATOR and THE INVESTOR and to participate and cooperate fully and proactively in such reconciliation processes, as may be requested by THE INVESTOR. The objective of THE ADMINISTRATOR's participation in such reconciliation processes will be to help identify and resolve, to the extent practicable, material discrepancies THE INVESTOR between THE ADMINISTRATOR's records and THE INVESTOR's records. .

(p) THE ADMINISTRATOR agrees to reimburse THE INVESTOR for, and to hold THE INVESTOR and each entity having an interest in the Account/Fund Assets harmless from, all liabilities, claims, losses, costs, and expenses arising from, or in connection with, the Account (including reasonable attorneys' fees and expenses) which are judicially determined to result from THE ADMINISTRATOR's willful misconduct, lack of good faith, or negligence, or, from the actions or inactions of, or by, THE ADMINISTRATOR in violation of its duties hereunder or for which it would otherwise be legally liable under applicable law. The agreement and obligation of THE ADMINISTRATOR under this provision shall survive the termination of this Agreement.

(q) Federal and state securities laws may impose liabilities under certain circumstances on investment advisers, managers or fiduciaries who act in good faith, and nothing herein shall constitute a waiver or limitation of any right that THE INVESTOR may have under any such federal or state securities laws.

(r) Except to the extent otherwise required by any applicable federal or state law, or requested by regulatory authority, or by direction of THE INVESTOR, the Manager shall keep confidential any and all information concerning the affairs of THE INVESTOR, the actions of THE ADMINISTRATOR taken pursuant hereto, and the details of any transaction effected in accordance with the terms and provisions of this THE INVESTOR Agreement, Statutes, and that documents and other records received by THE INVESTOR, unless exempt by applicable law, are open to public inspection.

(s) The compensation of THE ADMINISTRATOR for its services hereunder will be of 20% of all Investment Capital provided and provisioned by THE INVESTOR. All out-of-pocket expenses of THE ADMINISTRATOR, including without limitation, mailing and telephone expenses, travel expenses, salaries, and overhead costs, are to be reimbursed to ADMINISTRATOR before wire transfer of investment funds.

(t) This Agreement is valid for a period of 2 years but renewable may be terminated by THE ADMINISTRATOR at any time by giving THE INVESTOR written notice at least thirty (30) days prior to the date on which such termination is to become effective. THE INVESTOR may at any time terminate the authority of THE ADMINISTRATOR to act hereunder upon delivery of written notice, effective upon receipt.

(u) All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective, if addressed or sent to the other party at the address or number indicated below (or such other address or number provided in writing by the party), (i) on the date of actual receipt if provided by hand delivery, certified or registered mail (return receipt requested), or courier service (e.g. Federal Express or UPS) or (ii) on the date sent if provided by facsimile transmission confirmed afterwards as soon as reasonably possible by telephone call, first-class mail, or by any method specified in (i), above, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machine.

(v) . **Governing Law and Equitable Relief:** This Agreement shall be governed and construed in accordance with the laws of South Africa and the parties hereto consent to the exclusive jurisdiction of the provincial courts of South Africa located thereto for any dispute arising out of this Agreement.

THE INVESTOR

THE ADMINISTRATOR

SIGNATURE

SIGNATURE

Mrs. Maria Stevens (Name)

Passport Number: AN498648

Passport Number: _____

Date of Signature

Date of Signature

Nationality ZIMBABWEAN

Nationality

Address of Residence: 327 Bourke Street

Address: _____

Muckleneuk,

CitY: Pretoria

City: _____

Country: R.S.A

Country: _____

e-mail 1: mariastevens2002@sify.com

e-mail 1: _____

PROVISIONS FOR NOTARIZATION

***Requirements to the notarial attestation of documents (notarised copies)**

The personal seal of notary ("Notary" or "Justice of the peace").The notary's note should include the following words:"This is an authentic and correct copy of the original ".

The date of the notarial attestation.

The notary's contact information (telephone/fax, address, etc.). The notary's autographic signature.