

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. Romano Ducatt, (name), USA (Nationality), resident in (Residential address) , Passport number: _____, here on "THE ADMINISTRATOR",

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.

(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 month.

(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
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SIGNATURE	SIGNATURE
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Mrs. Maria Stevens (Name)	Mr. Romano Dacatti
Passport Number: AN498648	Passport Number: X017954
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Date of Signature	Date of Signature 6/3/08
Nationality ZIMBABWEAN	Nationality USA
Address of Residence: 327 Bourke Street Muckleneuk,	Address: 333 E Ontario St
CitY: Pretoria	City: Chicago, IL 60611
Country: R.S.A	Country: USA
e-mail 1: mariastevens2002@sify.com	e-mail 1: romano.dacatti@yahoo.com