

PRIVATE FUND MANAGEMENT AGREEMENT

Transaction Code: LMG/TZ/YITCL/0218/08

This agreement is entered on this Date.....of November, 2008 by and between Mr. Usman Mohammed Dogo, of Republic of Sudan (currently resident at No 6B, Revonia Road, Sandton City Johannesburg of Republic of South.(Hereinafter referred to as **THE INVESTOR**).

AND

Mr. Greg Wilson, Citizen of United State of America (currently resident at No 2525 N.Munroe road,Tallmadge.Ohio 44262 USA.(Hereinafter referred to as **THE INVESTMENT MANAGER**)

WHEREAS:- The Investor and the Investment manager, each with full corporate authority, certifies, represents and warrants that each can fulfill the requirements of this contract and respectively provide the funds and services referred to herein, in time and under the terms agreed to hereinafter; and whereas The investor hereby agrees and makes an irrevocable firm contract to transfer his ownership to The Investment manager whereas The Investment manager hereby agrees and makes an irrevocable firm contract to accept the ownership (fund) from The Investor whereas the Investor and The Investment manager both agree to finalize this contract under the terms and conditions, it is therefore agreed as follows :-

"The Investor" has surplus funds which he desires to invest in a profitable ventures and has voluntarily and with out any solicitation from" The Investment manager " having the necessary expertise and connections to place the funds in private investment ventures, has agreed to accept the funds from " The investor " and Invest the said funds under the control of "The Investment manager "in a secure and profitable manner.

1. NOW THEREFORE: -

In consideration of mutual covenants and benefits, the parties have agreed as follows:-
Investment funds:- The Investment fund shall be the total amount of US\$28,000,000.00 (Twenty-eight Million United States dollars only).

2. COMPENSATION:-

A." The Investment Manager" Will be paid as his compensation for accepting the funds into his account a total sum of 20% of the US\$28,000,000.00 at the time the funds are transferred to his bank account from the financial institution in Johannesburg where the funds are kept by" The Investor".

B."In addition to the above "The Investment Manager" will be reimbursed for cost and expenses that arise from the execution of this transaction including but not limited in time.

C."The Investor" hereby declares that the funds were generated from or normal commercial activities and those they are of a non- criminal origin.

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D."It shall be the duty of the Investor to procure all legal documentation required for a hitch free transfer from the Bank of South Africa to The Investment Manager's bank account overseas.

E."The Investor" has agreed to procure the above documents to ensure free and fare transfer into The Investment Manager accounts.

3. THE INVESTMENT MANAGER:

A." The Investment Manager" shall manage the funds in his own name or in the name of a corporate body of which he will have full control and signatory powers over the funds under management. It is clearly understood by the parties that the action of "The Investment Manager" shall not be deemed to be regulated by Securities Exchange Commission or authorities in any jurisdiction. However, when"

B.The Investment Manager" has identified a profitable investment venture and has committed funds for such an investment, parties fully qualified and licensed for the purpose under the applicable laws and regulations will always conduct the actual transaction.

C. In order to enable "The Investment Manager" to select the most suitable Investment Ventures and to commit funds to facilitate profitable investment transaction, "The Investment Manager" shall have unrestricted control over the funds to different Bank accounts at his discretion. Provided the signatory control always remains with "The Investment Manager" and the funds are not put at risk at any time.

4. CONTROL AND SECURITY OF FUNDS UNDER MANAGEMENT:-

A." The Investment Manager" shall always maintain 10% of the funds in a nominated Bank Account with a major International Bank Account within the first 100 in World ranking. The funds earmarked for investment transaction shall always remain fully secure and with out any risk of speculation and under signatory control of" The Investment Manager".

B. Bank confirmation by any top 100 World Bank showing that "The Investment Manager" is holding 10% of the funds in the form of Certificate of Deposit or in a Reserve or Blocked or Non-Depletion Account shall constitute proof that the funds are fully secured and without any risk of speculation.

5. INVESTMENT VENTURES:-

"The Investment Manager" is fully empowered to identify investment ventures and commit funds for investment transaction, wherein the funds under management shall be fully secured and which will return a high rate of profits.

The proposed investment ventures are of a private and confidential nature and therefore the parties actually conducting the transaction should endeavor to keep it confidential. The investment transactions, the Bank(s), which will be holding funds for such investment purposes and all other details of the investment transaction, shall remain

confidential and proprietary to "The Investment Manager"; such confidential information shall be divulged only to "The Investor".

The proposed investments ventures are subject to conditions prevailing in the world financial markets and are subject to control by various regulatory authorities. If for any reason beyond the control of "The Investment Manager", the funds are not accepted for a particular investment ventures, then "The Investment Manager" shall endeavor to arrange participation in alternative ventures. If such situation arises, they will be brought to the attention of "The Investor" at the appropriate time and place, and alternative methods of investment will be mutually agreed upon.

It is understood by the parties that from the time the funds are received in the Bank Account designated herein by "The Investment Manager", it may take approximately 30 to 60 business days for the invested funds to participate in the proposed investment venture profits from investment and disbursements.

"The Investment Manager" shall endeavor to secure 'On a best efforts bases a gross profit of five percent (5%) of the funds invested per annum. It is possible that funds covered by the Fund Management Agreement may participate in the investment venture either in full or in part. Consequently only the amount that actually participated in the investment ventures will qualify for the profit at the rate motioned herein, profit shall accrue from the date of such participation. From the profits earned above, "The Investment Manager" shall remit fifty percent (50%) of the stipulated net annual profit to "The Investor". And the remaining (40%) of the annual profit are payable to "The Investment Manager" as his share or the share of his nominee (s). then 10% would take cares of all the expenses both might incur during the transfer of the money abroad. The profit amount due to " The Investor" shall be remitted to his any provided Bank Account on monthly basis in arrears.

6. EXPENSES:-

All expenses i.e. court fees, lawyer's fees, bank fees, swift transfer fees government Taxes, government levies, and statutory obligations including expenses incurred in this transaction should take care by both patties.

7. DURATION OF AGREEMENT:-

This agreement shall remain valid for a period of Five Years (5) from the date of its execution, and can be renewed by mutual consent for another Five Years (5). This agreement shall terminate on the date of its expiry or on the date when "The Investment Manager" has returned the fund under the Management to "The Investor". Unless the Agreement is renewed as per paragraph (a) above.

8. EXECUTION OF AGREEMENT:

Each of the parties to this agreement represents that it has full legal authority to execute this agreement and that each is too bound by the terms and conditions as set forth herein. Any modifications or changes to this agreement shall be made only by mutual trust and consent and it has to be in writing and duly executed by both parties, which shall be

attached to the original agreement as an addendum. This agreement shall be binding on both parties and shall be for the benefit of the party's hereto, their heirs, successors, administrators, companies, executors and assignees etc. States at the option of the aggrieved party. The decision of the arbitration shall be final and binding on both parties and shall be enforceable in any Court of Jurisdiction.

9. CONFIDENTIALITY AGREEMENT

The Investor" and The Investment Manager shall treat information provided by the other party on a strictly private and confidential basis. The Investor" and The Investment Manager shall take all necessary steps to prevent the others confidential information from being misused or disclosed or made public to any third party except as needed to successfully complete the contract or to avoid conflicting claims (and except as may be required in accordance with the applicable law). The Investment Manager shall not use the confidential information provided The Investor in such away as to Circumvent The Investor in the commercial dealings with any and all supplies under the contract or do anything to circumvent The Investor in such a way as to put The Investment Manager at a commercial disadvantage with the suppliers or countries under this contract.

The Investor shall not use the confidential information provided by The Investment Manager in such way as to circumvent The Investment Manager in the commercial dealings with the consignee if introduced by The Investment Manager, Or do anything to circumvent The Investment Manager in such a way as to put The Investment Manager at a commercial disadvantage with a consignee if existing.

The Investor and The Investment Manager shall keep each other fully informed about the progress of all current and future contract negotiations and about the performance of the contract.

10. NON CIRCUMVENTION AGREEMENT

The parties shall not in any manner whatsoever solicit nor accept business from sources or their affiliates that are made available by the other party to this agreement, at any time, without the prior written permission of the party which made the source available. The parties shall maintain complete confidentiality regarding each others business sources or their Identities and shall disclose such only to named parties pursuant to express written permissions of the party that made the source available. The parties shall not in any way whatsoever circumvent or attempt to circumvent each other or any party involved in any of the transactions the parties are desiring or entering into and to the best of their ability and assure each other that the original transaction codes established will not be altered or changed. The parties recognized the contract to be an exclusive and valuable contract of the respective party and they shall not enter into direct negotiations with such contracts revealed by the other party.

Neither party shall avoid payment of due fees, commissions and other remuneration in any way whatsoever. In the event of circumvention by any party whether directly or indirectly, the circumvented party shall be entitled to legal monetary penalty as damages, equal to the maximum amount is should make from such transaction and any and all

expenses including but not limited to legal fees that would be involved in the recovery of said damages. The circumventing party renounces to any right that he may have to claim a reduction of this amount. All considerations, benefits and commissions received as a result of the contract of the parties relating to any of the transaction will be allocated as mutually agreed to. The Investment Manager irrevocably binds itself to provide any and all documentation requested by The Investor, immediately and without delay, In connection with the private fund management agreement of the aforementioned fund. The Investor irrevocably binds itself to provide any and all documentation requested by the The Investment Manager, immediately and without delay, in connection with the private fund management agreement of the aforementioned fund.

11. COMMUNICATION:

All communication and notices relating to or arising out of this agreement shall be sent to current address of the parties. A facsimile communication (Faxed documents) shall be considered original and binding.

12. THE AGREEMENT:

This Agreement contains the entire agreement between the parties and there are not any other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

13. CONTRACT TERMINATION

Either party may terminate the contract should the other side refuse performance of a substantive contractual obligation, but excluding refusal cause by a Force Majeure event. Notification of termination is to occur within 30 (thirty) calendar days following non-performance of contractual obligations. No termination is permitted should any of the sides excuse their obligations within the stated 30 (thirty) days from the notification date.

14. LAW AND ARBITRATION

The contract is subject to International Law, ICC rules are to be observed under existing CIGS Guidelines and International Law will super cede over ICC if in conflict. The Investor and The Investment Manager will try to settle all disputes amicably. Either party may serve notice on the other requiring any dispute to be settled within 30 (thirty) days after such notice and, if not settled to refer it to arbitration in accordance with this contract .The arbitration will be heard by one or more arbitrators appointed mutual agreement of the parties and in accordance with the Rules and the Arbitration Act 1996. The seat of arbitration shall be France or USA.

15. IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be duly executed as of the day, month and year first above written.

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SIGNATURES AND SEALS

ACCEPTED AND AGREED WITHOUT CHANGE

IN WITNESS WHEREOF, The parties have executed this Agreement on the Effective Date shown (written) here with signatures: Date: Day: _____Month:_____ in the year 2008.

In the presence of Mr. Cliff M. Adams. Of C .M. Adams Chambers attorney at Law

THE INVESTMENT MANAGER

THE INVESTOR