

Contract Code:

Seller's Code:

Buyer's Code:

PRIVATE SALE AND PURCHASE AGREEMENT
FOR GOLD DUST CIF DELIVERY

THIS IS AN AGREEMENT BETWEEN:

Represented by

INC.,

AND

Harbour Equity Partners, LLC.,

with address at

c/o Eugene M. Suh, PLLC.,

1121 Old Walt Whitman Rd. Suite 305,

Melville, NY 11747,

Telephone: 631 757 9700; email: fromano@harbourequitypartners.com duly represented by
Mr. Frank Romano with nationality : U.S.A. (Buyer)

WHEREAS: Seller has "for sale" Gold Dust and hereinafter referred to as "Gold."

WHEREAS: Buyer wishes to Purchase the Seller's Gold Dust over an agreed lift period of Twelve months with possible extensions.

NOW THEREFORE: The Parties agree to the Terms and Conditions as follows:

COMMODITY SPECIFICATIONS

- | | |
|---------------|---|
| a) COMMODITY: | Aurum Utallum (AU) |
| b) FORM: | Gold Dust, which can be converted into Dore Bars prior to delivery, at Buyer's request |
| c) Purity: | 92% as Minimum Value |
| d) Fineness: | 22+ carats |
| e) ASSAY: | Final assay to be made at and by Buyer's licensed registered Refinery and this value will be accepted by both Buyer and Seller. |
| f) ORIGIN: | Benin |

QUANTITY

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The contractual quantity for sale to the Buyer under the terms of this Agreement shall be 500Kg. The buyer shall have the option of renewing this agreement for more quantities at the same price. This contract can be extended on one year.

PRICE

- a) The price payable by the Buyer is \$32,000 (Thirty two thousand USD) per KG CIF to Buyer's refinery. All expenses from airport to Buyer's refinery are on Buyer's charge.
- b) Buyer to pay X % commission, seller to pay X % commission to brokers listed
- c) Gold is to be refined to .92% or better and the buyer will pay the total weight resultant as stated in the Assay Report issued by the refinery. All Refinery charges will be paid by Buyer.
- d) Referenced funds in this agreement to be wired are United States Currency held in buyers account at CITI Global Markets N.A., (US\$).

PROCEDURE

(In time sequence)

First (1st) Step: The Seller will sign this contract and the Buyer shall return it to Seller signed and stamped.

Second (2nd) Step: The Buyer will issue Control agreement to secure minimum funds of eighty thousands (4,500,000) USD for the 1st shipment of 100 KG.

Third (3rd) Step: The first delivery of 100KG of gold dust or 80 KG of gold dory bar will be done in 10 business day after the Seller received the CITI Bank Control agreement of (4,500,000) USD

Fourth (4th) Step: After the Seller issues the shipment docs will contact with the private security enterprise to move the remaining gold dust or dore bars (500 KG), CIF to the Buyer's designated refinery. The Seller will ship the gold dore bars (500 kg) to the free zone of the country of destination in the United States of America with all legal documents:

- a) Pro Forma (Commercial) Invoice, bearing full details of consignment and the total value of each Consignment shipped
- b) Packing List of number of boxes with gross weight / net weight in each case
- c) Certificate of Country of Origin
- d) Valid Export document and Customs Clearance from country of sale/purchase
- e) Material to Buyer and bearing the "Notify Party" as the Buyer
- g) Insurance Certificate issued in favor of the Seller
- h) Certificate of Ownership
- i) Seller's Certificate stating that the Gold Dust are free and clear of all liens and

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encumbrances and freely tradable and exportable and of non-criminal origin

Fifth (5th) Step: Payment by the Buyer shall be made to the Seller's designated bank within 3 business days after the refinery issues the final assay report, by wire transfer.

Sixth (6th) Step: The gold will entry into the buyer's refinery account and in the Buyer's name but the buyer acknowledges that it remains property of the Seller. Buyer will not take legal ownership until he has paid the agreed Price as per this contract after final assay from The Refinery.

Seventh (7th) : FORCE MAJEURE

Neither Party hereto will be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by any changes in Republic of Mali precious metals ("AU Gold") laws after the date of this Agreement, riots, civil commotion's, war (declared or undeclared), hostilities between nations, governmental laws, regulations, embargoes, actions by the government or any agency thereof, Acts of God, storms, fires, accidents, strikes, sabotage, explosions or different contingencies beyond the reasonable control of the respective Parties. In the event this clause becomes applicable to this transaction, the Seller is obligated to return the monies advanced by the Buyer within 60 days after the occurrence that prevents this transaction from taking place.

Eighth (8th): Governing Law and Arbitration. This Agreement will be governed by and Construed under the laws of the New York, USA and to be performed in that state. In the event of any dispute concerning any aspect of this Agreement, including Breach thereof, which results in damages to a Party hereto by the other Party, then remedy, will first be Seller sought by direct communications and negotiations between the Parties for a period of not more than fifteen (15) days. If communications and negotiations fail, then such disputes will be settled by binding arbitration under such arbitration will take place in Montgomery County, State of New York, U.S.A.

BANK COORDINATES

Seller's Bank Details.

Bank Name	
Account Name	
Bank Address	
Branch Code:	
SWIFT	
Account Number.	
Contact Person	

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Bank Tele/Fax	
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Buyer's Bank Details

Bank Name:	Capital One Bank, N.A.
Address:	
SWIFT:	HIBKUS44
Account No:	7047311459
Account Name:	Eugene M. Suh, PLLC. (Escrow account for Harbour Equity Partners)
Tel:	
Fax:	
Contact Person:	Attorney Gene Suh

Buyer's Collateral Bank Details

Bank Name:	CITI Global Markets, N.A.
Address:	111 Wall st, New York, NY 10005
SWIFT:	
Account No:	C22041237 (Transaction account 2)
Account Name:	Harbour Equity Partners, LLC
Tel:	
Fax:	
Contact Person:	Frank Mezzanotte

This Agreement is made of three (4) pages.
Signed and sealed, this ___ day of _____ 2011.

By signing below, both parties abide by their corporate and legal responsibility, and execute this contract under full penalty of Perjury.

Buyer's Signature:

Buyer's passport Number:
Date: On November, 20th 2010

Seller's Signature:

Contract Code:

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Buyer's Code:

Seller's passport Number:

Date: On November, 20th 2010