

SUNCE

AGENCY CONTRACT FOR INVESTMENT

No 4062/07

Concluded on 12th June 2007 between :

1. COMSEL LIMITED, Cyprus represented by Director Dusko Knezevic as a first contractual party hereby called " AGENT "
- and
2. a) Mr. Zeljko Mihajlovic, Ilije Milacicica 90, Podgorica, Montenegro
passport no : _____
b) Mr. Dusan Ban, Vukice Mitrovic bb, Podgorica, Montenegro, passport
no : _____
as second contractual party hereby called as "PRINCIPAL - INVESTORS "

Under the following terms and conditions :

DEFINITIONS :

1. All words which are defined in this Paragraph Definition are defined terms and shall have the meaning assigned to them. All references to euro amounts EUR shall refer to euros.
2. Contract ; The present private agreement, the possible Annexes including the present agreement and amendments made after the signature of this document.
3. Agency : Means to bring into the relation PRINCIPAL - INVESTORS who receives and AGENT, who gives the services.
4. Services : The PRINCIPAL - INVESTORS are hereby appointing the AGENT with rights of making an investment decisions in market RESEARCH and INVESTMENT, on behalf of the PRINCIPAL - INVESTORS, with it's own valuation and estimations of the current Montenegrin market trends.

Attn: Mr Yiannis

5. INVESTMENT FUND – means the amount of 1, 5 million EUR (one million five hundred thousand eur) which has to be deposited to the AGENT'S account with :

LAIKI BANK – MARFIN POPULAR BANK PUBLIC Co. Ltd
INTERNATIONAL BUSINESS CENTRE ,LIMASSOL, CYPRI S

SWIFT : LAIKCY2N

ACCOUNT : 179 – 33 - 016926 EUR

IBAN :CY92 0030 0179 0000 0179 3301 6926

Beneficiary : Counsel Ltd

Contract :4062/07 for investment in Montenegro

Amount : 1.500.000 EUR (one million five hundred thousand eur)

SUBJECT OF THE CONTRACT :

The purpose of this Contract is :

For AGENT - to do the market research , select the perspective shares , and invest into , according to its own portfolio in order to effectuate PRINCIPAL – INVESTOR'S , as better as possible , increase of the investment fund at " New berza " and " Montenegro berza " stock exchanges in Montenegro .

For PRINCIPAL INVESTORS - to deposit investment fund as per given instructions by this Contract .

TERMS AND CONDITIONS

AGENT will investigate mentioned market and prepare information to the PRINCIPAL – INVESTORS by presentation of the Montenegrin business environment , if required .

AGENT will be involved fully and professionally in research and survey of the market to which it has been appointed , with maximum professional experience and given financial assets at its disposal – " investment fund " , presenting great business initiative and cherishing good business relation , all aimed at improving terms and extent of the " investment fund " .

AGENT has no responsibility for the potential loss that may have arise due to the market trends or it's wrong estimation , providing that AGENT has acting in " bona fide " manners and proceedings .

- In approaching the market AGENT shall supply the PRINCIPAL - INVESTORS with the latest information , brochures and publicity materials .

- AGENT will make investments by it's own made portfolio , inform the PRINCIPAL - INVESTORS about the achieved results issuing the statements on the six month's period , one year period or upon maturity period , depending on the PRINCIPAL - INVESTORS written demand .

- AGENT is allowed to put the investment fund (partly or in total) as a collateral for other investments , or as a Bank credit lines security , if AGENT'S estimation and evaluation of the transaction is profitable .

- The agreed duration time of this Contract is 2.5 years (two and a half years) after the signing of this Contract .

- After the duration period AGENT will credit back the PRINCIPAL - INVESTORS account according to their bank co-ordinates for the " investment fund " amount , and 80 % of the net profit (if there is any) .

- For the above mentioned services AGENT is entitled to the commission .

- The principal - investors shall pay the commission as per the following scale :

- 20 % of the net profit (calculated on the net amount over 1.5 mio eur)
- 1 % management fee (calculated on the gross amount of the account)

The Agent's commission due for the payment shall be calculated and provided by the payment instructions and bank co-ordinates of AGENT .

AGENT has NO responsibility for the potential loss that may have arise for any reason , providing that he has acting " bona fide " .

DURATION

Unless this Contract is terminated earlier by mutual consent both parties , or executed any amendment it will last 2.5 years after the signing by both parties .


SOLVING DISPUTES

In the event of any disputes and difference in opinions arising between the parties, they shall make best endeavors to settle them in amicable way. Should the parties fail to reach an agreement the dispute shall be brought to the Foreign Trade Arbitration Court in Zurich, Switzerland and applicable Swiss law.

LANGUAGE (NUMBER OF COPIES)

This Contract is made in English language and in three originals, one for each member of the each party.

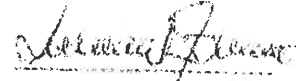
For AGENT :



CORSEAL LTD.

For INVESTORS :

a) Zeljko Mihajlovic



b) Dusan Ban

