



ACTION DATES AS TO
GUARANTEED JOINT VENTURE BUSINESS AGREEMENT

Agreement Date: March 18, 2008

To: Health and Harmony (Party "A")

From: WINSOME INVESTMENT TRUST
Robert J. Andres, Trustee

Deposit of Initial Cash Investment by Party "A":

On or Before March 20, 2008

Distributions Available to Party "A":

Continuing Distributions shall be on the first day or fifteenth day of the calendar month (or, first business day thereafter if said calendar day occurs on a weekend or Holiday) every three (3) months following the Initial Distribution (identified below).

Initial Distribution shall be as promptly as possible after April 1st, 2008.

Party "A":

I am Buchanan Reg. Health and Harmony.

Name: [Signature]

Winsome Investment Trust

[Signature]

Robert J. Andres
Trustee and Attorney

GUARANTEED JOINT VENTURE BUSINESS AGREEMENT

This Guaranteed Joint Venture Business Agreement (this "Agreement") made effective this 20
Day of March, 2008, BY and BETWEEN:

PARTY-A - HEALTH AND HARMONEY

AND

PARTY-B - WINSOME INVESTMENT TRUST,

Party-A and Party-B occasionally being herein referred to collectively as "Parties".

WITNESSETH:

1.1 Whereas, the parties wish to enter into this Agreement for the benefit of **PARTY-A**, and whereas **PARTY-B** has knowledge of investment possibilities capable of exceeding normal investment returns but with the understanding of Parties herein that **PARTY-B shall assume each and every risk** after **PARTY-A** has delivered cash in good, clean, cleared and legal funds of non-criminal origin to and in accordance with instructions by **PARTY-B** (such cash identified hereinafter, and occasionally known herein as "Principal"), including that **PARTY-B shall assume the duty and risk** to return said Principal to **PARTY-A** without reduction of any kind whatsoever at the end of the term of this Agreement and, furthermore, to deliver Profits to **PARTY-A** of eight percent (8%) per month for each and every month hereunder the period and terms of this Agreement as related to the Business hereunder; and whereas **PARTY-A** has investment experience and has requested (without solicitation from **PARTY-B**) to participate in investments in **PARTY-B's** discretion which may include mostly automated trading utilizing past experiences but utilizing the herein guarantees of Principal and Profit by **PARTY-B** and to which **PARTY-B** shall monitor said Business on behalf of **PARTY-A** for a fee to **PARTY-B** comprised of the total of any and all profits generated from said Principal in excess of eight percent (8%) per month during the term of this Agreement and the Business hereunder, utilizing **PARTY-A's** Initial cash investment of not less than One Million, and No/100 U.S. Dollars (US\$1,000,000.00) [with re-investment of profit(s), if any, covered hereunder this Agreement and under the same terms, unless **PARTY-A** informs **PARTY-B** in prior writing at least fourteen (14) days in advance of **PARTY-A's** desire to cease re-investment of **PARTY-A's** profit(s)].

NOW THEREFORE, IN CONSIDERATION OF THE GOOD REPRESENTATIONS, AGREEMENTS, PROMISES AND OTHER COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATIONS RENDERED AND TO BE RENDERED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

WHEREAS **PARTY-A** will provide the following:

A-1 Any documentation and/or support pertaining to **PARTY-A's** proposed investment, as may be reasonably requested by **PARTY-B**, including a completed Client Information Statement (CIS),

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if requested by **PARTY-B**

A-2 Cooperation with **PARTY-B** to communicate with banks and any other institutions, if required, on behalf of **PARTY-A** hereunder this Agreement.

A-3 Assets in the form of cash in the amount of not less than One Million and No/100 U.S. Dollars (US\$1,000,000.00), delivered pursuant to instructions from **PARTY-B**.

A-4 This Agreement duly signed and performed.

WHEREAS PARTY-B will provide the following:

B-1 A trading platform through which to conduct the Business of this Agreement.

B-2 Full control to deposit funds related to the business of this Agreement.

B-3 Management of the business of this Agreement.

B-4 Monitoring Activity related to the underlying business of this Agreement.

B-5 This Agreement duly signed and performed.

ADDITIONAL TERMS:

2.1 The Distribution of funds related to the mostly automated trading business shall be according to the following structure:

PARTY-A will receive the guaranteed monthly Profit of eight percent (8%) for each calendar month (or portion thereof) hereunder during the term of this Agreement, to be paid by **PARTY-B** to the order of **PARTY-A**, within three (3) banking days after the end of said calendar month (or portion thereof), unless PARTY-A informs **PARTY-B** in prior writing that **PARTY-A** has elected to re-invest its monthly Profit(s) from said Business at the same rate of eight percent (8%) guaranteed monthly Profit return thereon as said Principal has pro-ratably made based on an initial funding by **PARTY-A** of not less than One Million and No/100 U.S. Dollars (US\$1,000,000.00) delivered in good, clean, cleared and legal funds of non-criminal origin, for a minimum term of three (3) months commencing on the first day that funds are received for trading (from **PARTY-B**) in the Clearing House [but no later than three (3) banking days after receipt by **PARTY-B**] and ending six (6) months thereafter commencement of the first trading day, with AUTOMATIC RENEWAL thereafter at the same terms if not requested for withdrawal by **PARTY-A**.

PARTY-B will receive the fee of any and all profits generated in excess of eight percent (8%) of Principal per month from the use of **PARTY-A's** Principal in "the Business" during the entirety of the term identified in the immediately preceding paragraph, and/or for so long as **PARTY-A** is a participant in the Business.

2.2 **PARTY-A's** assets shall remain free and clear of any encumbrances throughout the term of "the Business", and shall be callable as to Principal (or portions thereof) — as Guaranteed by **PARTY-B** for return of Principal to **PARTY-A** — upon written request of **PARTY-A** after expiration of the initial minimum term of three (3) months period identified in Item 2.1 hereinbefore and after **PARTY-A's** initial Funding hereunder this Agreement and "the Business".

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NOTWITHSTANDING ANYTHING HEREIN THIS AGREEMENT TO THE CONTRARY, and though it is not expected and/or anticipated at the execution of this Agreement, **PARTY-A** understands that **PARTY-B** can terminate **PARTY-A**'s participation in the Business if trading has ceased and/or a minimum of 13 weeks term has occurred, with **PARTY-B** required to give **PARTY-A** as much notice as possible [preferably fifteen (15) days prior written notice] and whenever possible.

- 2.3 PARTY-A** understands that the Business has policies and procedures to which **PARTY-A** must abide and to which **PARTY-B** shall inform **PARTY-A**, from time to time and/or as the situation warrants, and which said policies and procedures apply to all participants in said Business.

THE PARTIES EACH MUTUALLY AND EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE FURTHER BINDING UPON THE FOLLOWING CONDITIONS HEREAFTER:

- 3.1** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 3.2** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, each of the parties hereto and their respective heirs, assigns and or executors.
- 3.3** This Agreement is governed by and subject to laws of the United States of America in the State of Texas, unless otherwise stated.
- 3.4** Communication with any banking and/or investment institutions of the other party hereto shall only be permitted if the affected party is first made aware (in prior writing) of the intent and absolute necessity of the other party hereto this Agreement to communicate with the affected party's banking and/or investment institutions
- 3.5** Each party hereto shall treat the source(s) and personal information of the other party hereto (as made known hereunder this Agreement) as confidential.
- 3.6** Communication by and between the Parties made by e-mail (with or without signature) shall be deemed to be an original, valid and legally binding if transmitted referencing this Agreement and acknowledged by the receiving party hereto.
- 3.7** Neither party shall, in any manner whatsoever, solicit and/or accept business from sources that are made available by the other party hereto without the express prior written consent and authorization or permission of the other party. Each is aware that the others have contacts and assets from/of other parties and that the funds, instruments, assets and/or contacts are proprietary to that party.
- 3.8** Non-circumvention shall require that party so circumventing to be obligated to the others for the percentage of fees, which should have been received if not for the circumvention, as delineated in section 2 of this Agreement. Collection of these fees are subject to legal, court and other costs, as well as interest and any other damage, which a court may allow, to be paid by the circumventing party.

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- 3.9 If any party solicits the others sources for investment assets in any manner through individual, corporate or trust entity in the United States and/or worldwide, then the wronged and/or circumvented party shall be entitled to all profits derived and/or anticipated to be derived hereunder the Business of this Agreement, which that party would or could derive but for the other's action(s). The wronged party shall be entitled to seek indemnification in their individual and/or corporate jurisdiction.
- 3.10 The Parties shall maintain confidential all information regarding this Agreement, each others' business and trade secrets, other business sources and that of their affiliates and shall disclose express information only to named parties, pursuant to the express written (by fax, email, or courier/letter form) permission of the party who had made available said source.
- 3.11 None of the parties hereunder shall be responsible for any misrepresentation or illegality of any other party. Fraud or deceit by any of the parties is grounds for immediate cancellation of this agreement by the other parties. All penalties and remedies related to breach in non-circumvention or other provisions of this Agreement shall apply equally.
- 3.12 It is understood that each party acts in good faith and, furthermore, holds the other harmless from responsibility or liability in regards to payment to any agents, partners or assigns.
- 3.13 This written Agreement represents the complete and entire agreement between the parties. Any modifications or changes to this Agreement must be made in writing and be signed and agreed to by all the Parties, and the executed copies then attached and made part hereof this Agreement. Failure to enter into any agreed future written amendment by all Parties hereto shall cause any such proposed amendment to be invalid.
- 3.14 Facsimile copies transmitted with facsimile code shall be deemed as originals for all purposes.
- 3.15 NOTWITHSTANDING ANYTHING HEREIN THIS AGREEMENT TO THE CONTRARY, each Party shall be responsible for their own respective tax liabilities on expected and/or guaranteed profits from the Business hereunder, in whatsoever jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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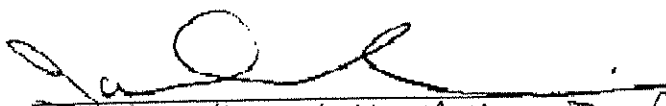
3.16 POWER OF ATTORNEY. The undersigned **PARTY-A** (hereinafter known as "**JV Participant**"), hereby authorizes Winsome Investment Trust (the "**Trust**") – by and through Robert J. Andres, as Trustee, or his successor – to act as JV Participant's Agent and attorney-in-fact in all matters (directly and/or indirectly, if needed to a qualified and/or licensed Third Party in the Trust's sole discretion) involving and/or related to the investment and/or transfer of any and/or all funds (if needed) as if the Trust were the JV Participant itself including, but not limited to, the authority to buy and sell (including short sales) securities, futures contracts, commodities, forward contracts, commodity options and/or contracts relating to the same on margin or otherwise regarding the funds related to the captioned Agreement (as well as Account Name and/or Account Number), in the same manner and with the same force and effect as the JV Participant might or could do.

3.17 IMPORTANT. There may be **RESTRICTIONS** as to the time and/or amount of Distributions that may be taken by **PARTY-A** during the term of this Agreement, from time to time, for the purposes of reducing interruptions with the Business intended hereunder. **PARTY-B** shall inform **PARTY-A** of any such Restrictions as they may occur.

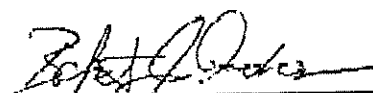
3.18 For clarification purposes, the undersigned **PARTY-A** (hereinafter known as "**JV Participant**"), hereby acknowledges and states and agrees that the JV Participant does not now and/or never has – at any time whatsoever – been sold and/or owns any interest in the Trust, and that any request for specific confidential information and documentation by **PARTY-A** from the Trust, if any, is not deemed to be a solicitation and/or offering of any kind from the Trust, directly and/or indirectly.

IN WITNESS HEREOF, each party has read the foregoing and certifies that each understands the terms of this Agreement and with their signature, hereby agree that they are each separately authorized to execute this Agreement in their stated capacity effective as of the date above first written.

PARTY-A
WITH FULL AUTHORITY:


For Helen H. and Harriette W. Andres, Trust Beneficiaries
Ref: Transaction Code: T/Z/Finpro7/1M -3

PARTY-B
WITH FULL AUTHORITY:


Robert J. Andres, Trustee
WINSOME INVESTMENT TRUST

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