

LOAN AGREEMENT

THIS LOAN AGREEMENT (this agreement) dated this 15th day of September, 2008

BETWEEN:

Akihiro Hotaka
(The lender)

OF THE FIRST PART

AND

Richard Alfred
(The borrower)

OF THE SECOND PART

IN CONSIDERATION OF the lender loaning certain monies (the loan) to the borrower, and the borrower repaying the loan to the lender, both parties agree to keep and fulfill the promises and conditions set out in this agreement:

Loan Amount & Interest

1. The Lender promises to loan **Four Hundred And Seventy Thousand (\$470,000.00) USD**, to the Borrower and the Borrower promises to repay this principle amount to the lender, as may be provided in writing, without interest payable on the unpaid principal.

2. Payment

This loan is repayable on or before the 31st of September 2010 with or without the lender providing the borrower with written notice of demand.

3. Default

Notwithstanding anything to the contrary in this agreement, if the Borrower defaults in the performance of any obligations under this agreement, then the lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

4.If the Borrower defaults in payment as required under this Agreement or after demand for sixty (60) days, the security (if any) will be immediately provided to the lender and the lender is granted all rights of repossession as a secured Party.

5.All cost, expenses and expenditure including, without limitation, the complete Legal cost incurred by enforcing this Agreement as a result of any default by The Borrower, will be added to the principal then outstanding and will immediately be paid by the borrower.

Binding

effect 6. This Agreement will pass to the benefit of and be binding upon the respective Heirs, executors, administrators, successors, and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

7 .This Agreement may only be amended or modified by written instrument executed by both the Borrower and Lender.

Severability

8. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other .if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions.

9. Heading is inserted for the convenience of the parties only and is not to be considered when interpreting this Agreement .words in the singular mean and include the plural and vice versa words in the masculine mean and include the feminine and vice versa.

Entire Agreement.

10.This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise .

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this day 15th day of September, 2008.

SIGNED, SEALED, AND DELIVERED]
This day 15th day of September, 2008.]



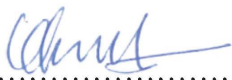
.....
Akihiro Hotaka

SIGNED, SEALED, AND DELIVERED]
This day 15th day of September, 2008.]




.....
Richard Alfred

Name: Jane Phillips

Signature:.....

WITNESS

Name: Franca Brown

Signature:.....

WITNESS