

LOAN AGREEMENT

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

BETWEEN: Mr. Raymond Ackley (The Lender) OF THE FIRST PART

AND

Paul Nathaniel (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 fulfil the promises and conditions set out in this agreement

1. Loan Amount & Interest

The lender promises to loan Five Hundred And Seventy Thousand (\$570,000.00 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 principle.

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.

If the borrower defaults in payment as required under this agreement or after demands 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.

All cost, expense 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.