

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 5th day of May, 2011

BETWEEN:

HELEN POLASE of 718 3rd Avenue Lyndhurst, NJ 07071-1257
(The "Lender")

OF THE FIRST PART

AND

ANTHONY WILLIAMS of 165 Hillside Avenue Newark, NJ 07108-2411

(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, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan Three Hundred Thousand (\$300,000.00) USD, to the Borrower and the Borrower promises to repay this principal amount to the Lender, at such address as may be provided in writing, without interest payable on the unpaid principal.

Payment

2. This Loan is repayable on or before the 31st of May 2013 with or without the Lender providing the Borrower with written notice of demand.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation 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 Thirty (30) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

Security

5. This Loan is secured by the following security: Borrowers private residential property located at 165 Hillside Avenue Newark, NJ 07108-2411

6. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

Governing Law

7. This Note shall be construed, interpreted and governed in accordance with the laws of the **STATE OF RESIDENCE OF THE BORROWER** in case of any DEFAULT in repayment and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

Costs

8. All costs, expenses and expenditures including, without limitation, the complete legal costs 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

9. 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

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

Severability

11. 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

12. Headings are inserted for the convenience of the parties only and are 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

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

Signed on this 5th day of May 2011.

Borrower's Name: Anthony Williams

Borrower's Signature Williams

Lender's Name: Helen Polase

Lender's Signature Polase

Signed in the presence of:

(1) Witness Name: Derrick Stein

Witness Signature Stein

(2) Witness Name: Michelle Johansson

Witness Signature Johansson