

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "**Agreement**") is entered into as of the 25th day of June, 2007, between [YAICHI KIMURA], a businessman with a principal business address located Tokyo, Japan (the "**Lender**"), and [JOHN HUMPHREY], a businessman with a principal business address located at United State (the "**Borrower**").

RECITALS

WHEREAS, the Borrower wishes to borrow from the Lender, and the Lender wishes to lend to the Borrower up to the sum of Five Hundred Thousand Dollars (US \$500,000.00)

WHEREAS, the Borrower and the Lender wish to memorialize the terms of such loan and to set forth their mutual understanding with respect to how the repayment of such amounts shall be accomplished.

NOW, THEREFORE, the parties hereby set forth their understanding as follows:

1. Loan. Subject to and upon the terms and conditions herein set forth, the Lender shall lend to the Borrower and the Borrower shall borrow from the Lender up to the sum of Five Hundred Thousand Dollars (US \$500,000.00).

2. Note. All borrowings hereunder shall be evidenced by a promissory note to the order of the Lender substantially in the form of Exhibit A hereto (the "**Note**"), in the aggregate principal amount of up to Five Hundred Thousand Dollars (\$500,000.00). The Note shall be payable over a [5] five year term, in 2 (two) annual installments of interest only, with all outstanding principal and interest due and payable on the (2nd) second anniversary of the date of the Note. Interest on that portion of the unpaid principal balance attributable to each such borrowing shall accrue from the date of such borrowing at the lowest allowable Applicable Federal Rate as of the date of such borrowing. No interest shall accrue prior to the first borrowing under the Note. All accrued and unpaid interest shall be paid on or before 25th June of each year.

3. Further Assurances. The Borrower shall, at its sole cost and expense, upon request of the Lender, duly execute and deliver to the Lender such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the Lender to carry out the provisions and purposes of this Agreement.

4. Events of Default.

4.1 Events of Default. If any one or more of the following events ("**Events of Default**") shall occur and be continuing (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body), the Lender may, at its option, declare the Note to be