

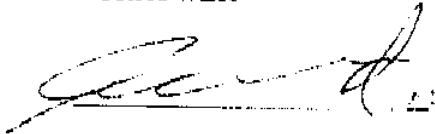
THIS LOAN AGREEMENT AND PROMISSORY NOTE is made this 20 day of July, 2007, by and among Grant Cooper's St. Vital Election Campaign (hereinafter, known as "BORROWER") and Ken Cooper (hereinafter, known as "LENDER"). BORROWER and LENDER shall collectively be known herein as "the Parties". In determining the rights and duties of the Parties under this Loan Agreement, the entire document must be read as a whole.

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to pay to the order of LENDER, the sum of \$2,996.76 dollars together with interest thereon at the prime rate of interest per annum on the unpaid balance with interest to be compounded annually (hereinafter, "the Loan Amount"). The entire outstanding Loan Amount (including principal and any accrued interest) may be repayable by BORROWER at anytime and must be repaid no later than May 1, 2009.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, BORROWER and LENDER affix their signatures hereto.

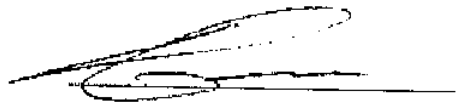
BORROWER



Dated: July 20, 2007

Ken Cooper
302 Victoria Crescent
Winnipeg, MB
R2M 1Y0

LENDER



Dated: July 20, 2007

St. Vital Election Campaign
c/o Gary Coopland, Official Agent
379 Kingston Crescent
Winnipeg, MB R2M 0T7