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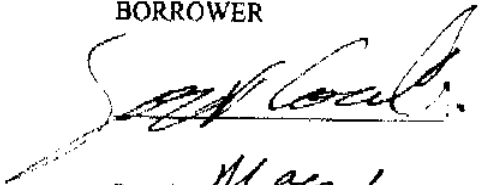
THIS LOAN AGREEMENT AND PROMISSORY NOTE is made this 1<sup>st</sup> day of May, 2007, by and among Grant Cooper's St. Vital Election Campaign (hereinafter, known as "BORROWER") and the St. Vital Progressive Conservative Association (hereinafter, known as "LENDER"). BORROWER and LENDER shall collectively 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 \$4,000.00 dollars together with interest thereon at a rate of 25 percent (%) 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: May 1, 2007

St. Vital Progressive Conservative Association  
c/o Heather Westdal, Treasurer  
7 Dunkirk Place  
Winnipeg, MB R2M 0V2

LENDER



Dated: May 1, 2007

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