



PRIVATE LOAN AGREEMENT



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"A Casual Thing" that is hereafter referred to as ACT, has created this simple Private Loan Agreement to obtain one or more "Private Loan(s)" from Individual(s) and/or Small Group(s) willing to accept the applicable risk(s) in exchange for the potential for a substantial return. Within this Private Loan Agreement you will find (1) primary option for repayment by ACT. Option number one gives the Private Lender an equity stake in the pre-tax, post expenditure profitability (not the business itself) providing a greater return. For ease of use this Private Loan Agreement is designed to evolve through the addition(s) of Addendum(s) that are valid when signed in agreement by the Borrower(ACT) and the Private Lender. ACT has chosen this type of agreement to expedite the closing of and/or transfer of funds upon signatures being placed onto this document.

COLLATERALIZATION

The Private Lender(s) are not receiving any form of "Collateral" from ACT in exchange for the Private Loan(s) being given and no form of equity into the business itself and no form of securities are being offered or promised by ACT, or its representatives, to the Private Lender(s) for the Private Loan(s) being received by ACT. In the event of default, and only after a period of arbitration fails to render a resolve, if no repayment of the Private Loan(s) received by ACT have been paid to the Private Lender then ACT will voluntarily surrender the website, mobile apps and database along with all source files and records, to a Party agreed upon during arbitration for liquidation and/or new ownership management in cooperation with/by the Private Lender(s) who are owed money. The website, its database, its data archives, the mobile apps for Android and iPhone and all other collateral materials and source files have a viable "Value" as an asset and this renders the risk(s) to the Private Lender(s) "limited."

ITEMIZED SCHEDULE USE OF FUNDS DISCLOSURE

It is hereby disclosed to the Private Lender(s) that provide ACT with a Private Loan that all funds received will be used for the purpose of aggressively advertising, marketing, promoting and forming strategic alliances and/or cooperative partnerships for the mutual benefit of ACT and all others involved within a direct, indirect and/or creative approach designed and implemented by the Principal Owner(s) of ACT to achieve, and whenever possible, exceed our goals. There shall be no limitations placed upon ACT by the Private Lender(s) with regards to use of funds and the allocations thereof and no request(s) for audit(s) by the Private Lender(s) will be granted. The funds received from Private Lender(s) by ACT are to "expedite" the exposure of our dating website platform and mobile apps to as large of an audience as possible globally with an emphasis on promotion within the United States of America, Hosting and Co-hosting Events, paying for 3rd Party Services and internal operational costs to maintain forward progression. The fund(s) received in Private Loan form will be used at the discretion of the primary Principal Owner Johnny Giles as the funds are to be allocated to him directly by the Private Lender(s) who provide ACT with a Private Loan. The Private Lender(s), by providing a Private Loan to ACT, payable to Johnny Giles, are aware that Johnny Giles will allocate the funds received however he deems beneficial to achieve the goals set forth by ACT.



DISCLOSURE ON APPLICABLE RISK(S)

Each Private Lender is required to assume all applicable forms of "Risk" associated with making a loan to a private company like ACT without collateral, equity or securities being offered or promised. The "Risk(s)" assumed by the Private Lender(s) should be weighed against the "Potential Reward(s)" related to the repayment provided by ACT by each Private Lender individually. This "Private Loan Agreement" does not violate the SEC (Securities and Exchange Commission) rules or regulations because the funds received are "Private Loan(s)" and are not to be considered an Investment or Buy into Equity Ownership of the business. ACT encourages the Private Lender(s) to make their own determinations as to the acceptable level(s) of risk(s) they are willing to assume prior to making a Private Loan to ACT and to only make the Private Loan to ACT when they, as individual Private Lender(s), have agreed to assume all applicable risk(s). ACT is not seeking an Investment and we are not offering any form of Equity Ownership into ACT as a business and no form of Securities are being offered or promised in exchange for the Private Loan(s) received. Each Private Lender is responsible for completing their own due-diligence into ACT and its Principal Owner(s) and a full disclosure on the background of Johnny Giles will be provided upon request.

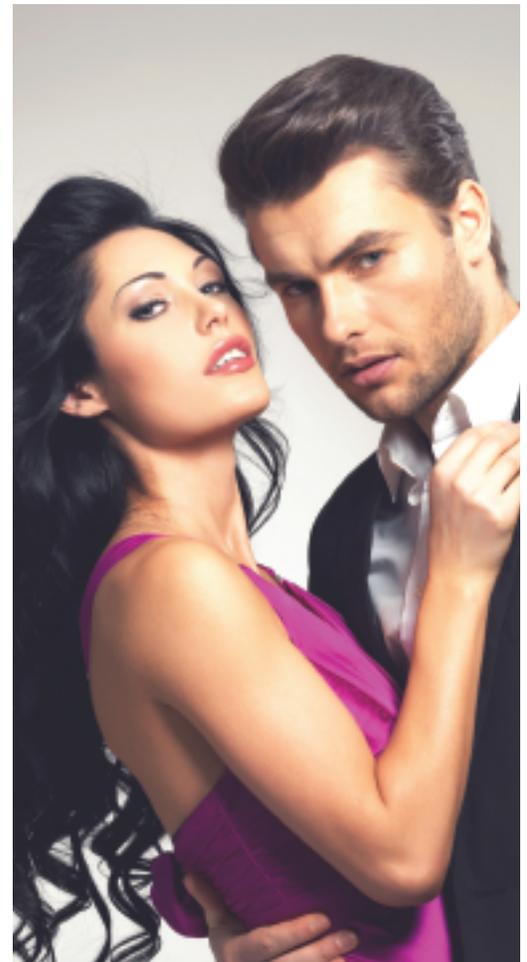


ACT'S UNIQUE INTELLECTUAL PROPERTY (IP)

ACT has created a comprehensive "Marketing Plan" that formally discloses the core base of our Intellectual Property (IP) and this information may be requested by the Private Lender(s) who provide ACT with a Private Loan for review. ACT is supremely confident that a review of our (IP) and the strategies we plan to implement will astonish the Reader(s) resulting in our business model "selling itself" without a sales pitch by ACT. Our CBDT (core business development team) is comprised of "High Level Experts" who are motivated to work in cooperation for mutual benefit and who have the capabilities to expedite our "Marketing Plan" effectively. The "Marketing Plan" has a built-in flexibility for natural evolution with a forward progression focus on those parts of the plan that render the best results over a period of time. ACT will be happy to elaborate on any part of our "Marketing Plan" and (IP) to satisfy our Private Lender(s) need for clarity and understanding.

ACT'S STATUS AS A BUSINESS ENTITY

Initially ACT will operate as a "Sole-proprietorship" that is owned by (1) of the Principal Owner(s) of ACT, Johnny Giles, and his "Ownership Profile" will be provided in Addendum form to this Private Loan Agreement upon formal request. ACT will naturally evolve into a "Company" or "Corporation" as deemed necessary and/or as requested by one or more Private Lender(s) however the expense of forming an "Entity" is not justified at the early stages of our website and mobile apps development and launch. All "Assets" held by ACT are virtual and easily transferrable except for the bank account containing the money earned and/or borrowed by ACT. An Addendum will be used to revise and update this section whenever it is deemed appropriate to do so.



REPAYMENT OF THE PRIVATE LOAN

ACT will/has received a Private Loan in the amount of \$_____ from the Private Lender identified as _____, who will receive a ____% of PT (pre-tax) PE (post expenditure) revenue for a period of ____ month(s) that will start on or about ___/___/___ “or” that will begin at the threshold of “Revenue Generated” by ACT at or above _____. The repayment forecast shall be and/or be similar to; _____,

_____.

An Addendum may be attached outlining further details about the repayment structure.

ALLOCATION OF REPAYMENT TO THE PRIVATE LENDER

ACT will make the repayment to the Private Lender via one or more of the following methods; a.) business check, b.) certified check, c.) bank wire and in the event that the Private Lender identified herein become incapacitated for any reason, becomes too ill to conduct business and/or dies ACT shall make repayment, as promised to the Beneficiary identified as _____ and the Private Lender shall provide the contact details for this Beneficiary to ACT promptly.



OBLIGATIONS

1. ACT is obligated to the Private Lender identified herein to conduct business with a very high standard of professionalism, ethics and morals, as deemed appropriate under the standards and practices of the United States of America with respect to all other Countries whereas the United States Judicial System governs the primary code of conduct.
2. ACT is obligated to be completely transparent with the Private Lender identified herein and shall provide the Private Lender with all “reasonable requests” for information that does not produce a financial burden on ACT by meeting the request(s).
3. Both the Private Lender and ACT agree to do business for mutual benefit without unnecessary argument(s), conflict(s) and/or demand(s) being presented to the other and both Parties identified herein, including their Representative(s) formally agree not to seek to disassociate and/or dismantle this Private Loan Agreement without first voluntarily surrendering to a period of Arbitration that shall not exceed 18 months in the event of irreconcilable difference(s).
4. The Private Lender has given the Private Loan to ACT for use as described in the Itemized Schedule Use of Funds section of this document (or in Addendum) without further explanation or a duty to show each allocation and furthermore formally acknowledges that ACT shall use all funds as deemed appropriate for the purpose of meeting, and whenever possible, exceeding our goals as a for profit business.
5. The Private Lender and ACT agree that this “Private Loan Agreement” shall evolve through the addition of Addendum(s) that are valid whenever signed by both Parties and that an Addendum may be requested by either Party and added at anytime.
6. The signatures of both Representing Parties (i.e. for ACT the Borrower and the Private Lender) represent a formal acceptance of this “Private Loan Agreement” that includes all attached Addendum(s) that are signed by each Party independently of this base document and that this formal acceptance is without hesitation.
7. Both Parties identified herein acknowledge that “unforeseen” circumstances, events and/or situations may arise that requires a built-in flexibility to this Private Loan Agreement that allows it to naturally evolve for the benefit of each Party and that adding Addendum(s) to this core document is the most efficient means for doing so.
8. In the event of “disassociation” after a period of arbitration that has succeeded or that has failed, both Parties identified herein promise not to perform act(s) of Libel or Slander, in any form, against the other or their Representative(s) and promise to avoid civil and/or criminal litigation against the other as a professional courtesy towards the “Other” as not to negatively impact the posterity of their families.



