

Direct Investor Agreement

This Direct Investor Agreement made this _____ day of _____, 20____, by and between _____, hereinafter referred to as Investor and Pathfinders International, hereinafter referred to as PI. Respectively: Investor and its Representatives and PI its Agents and Affiliates.

Investors and its Representatives: The Investors are actively engaged in purchasing performing and non-performing loans with notes and security deeds in the State of Georgia, U.S.A. Investors are actively seeking potential discounted loans with notes and security deeds. Investors are operating under several business entity names and corporations which, for the purpose of this agreement, shall bind these legal entities to any fee obligations as outlined below.

PI and its Agents and Affiliates: PI shall be acting as Agent for Investors and shall rely on information and data as provided by same. PI will avail itself of its business connections in the industry to engage Lenders/Liquidators to sell loans on behalf of Investors. PI will seek discounted loans for Investor based on Investor's criteria and assist in providing documents and information necessary to perform the due diligence required for purchasing the loans.

Purpose: The purpose of this agreement is to engage the efforts of PI to locate potential Lenders/Liquidators with whom Investors may purchase said loan through any means as allowed by law. The PI shall provide all material, names and addresses including but not limited to introductions to Lenders/Liquidators and loan representatives. PI agrees that all efforts in connection with this agreement shall be made on behalf of Investors and their representatives and that PI shall continue its commitments until each transaction is satisfactorily closed and all Parties fully satisfied.

Fees: In the event that PI provides an Investor that ultimately leads to the purchase of any of Lender's/Liquidator's loans, then Investors agrees to pay PI _____% of the total sale price of the aforementioned transaction upon closing. In the event, PI's referral does not close or transpire no fee shall become due.

Business Relationship: PI is an independent Contractor. Nothing in this agreement shall be construed as creating a business partnership whereby PI assumes in anyway a financial position, membership, or partnership in any of Investor's loans, other than the above fee agreement. PI does not make any guarantee or assumes either in writing or orally implied any liability financial and otherwise relating to any and all transactions arising out of the investments that have been entered in to by Investors as a result of PI efforts and introductions.

Representations: PI relies solely on oral representations and potential interest that perspective parties may have in any of Lenders/Liquidators loans. PI does not warrant to Investor that it has conducted any due diligence in connection with potential parties' financial strength, liquidity and or assertions of capabilities.

Intent: The intent of this instrument is for PI to provide the Investor a Lender for the purpose to purchasing discounted loans.

Non Circumvent Clause: Investors agree that at no time during negotiations with perspective parties introduced by PI, to enter into side agreements, create or abscond any deals or attempt to circumvent the intent of this instrument. Investor's expressly warrants to PI that any individual or entity in connection with transactions as described herein shall at all times be fully disclosed.

Governing Law. This Agreement will be governed and interpreted according to the laws of the State of Georgia, without reference to principles of conflicts of laws.

Entire Agreement: This Agreement constitutes and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

PATHFINDERS INTERNATIONAL

Date_____

Investors: _____ Date_____

Name of Legal Entities party to this Agreement. _____

_____.