

**ARMAN CORPORATE SERVICES LIMITED
LINDENBERG HOLDINGS GROUP INC.
AFFINITY LIMITED**

Sea Meadow House, Blackburne Highway
P.O. Box 116
Road Town, Tortola, British Virgin Islands

DIRECTOR SERVICE AGREEMENT

_____, 2007

RE: DIRECTOR SERVICE

Dear Sirs:

We, Arman Corporate Services Limited, a British Virgin Islands corporation, Lindenberg Holdings Group Inc., a British Virgin Island corporation and Affinity Limited, a Nevis company (hereinafter collectively referred to as "DIRECTORS") have been requested by you (the "Client") to provide the services of one or more directors for _____, a **Panama company** (the "Company"). This letter sets out the terms and conditions of this appointment and incorporates an indemnity from you, the owners of the Company.

1. The director of the Company will be DIRECTORS or such other person or entity appointed by DIRECTORS in its stead.
2. The fee will be US \$600.00 per calendar year, plus out-of-pocket costs payable in advance plus time based charges for all substantive work. All fees are payable within 30 days of invoice date. Out of pocket expenses are also reimbursable.
3. DIRECTORS will undertaken its duties in accordance with what it considers to be the best interest of the Company as to which they will consider the recommendations or wishes of the Client, the authenticity of which will be assumed when conveyed from the usual source from which instructions are received concerning the Company. However, DIRECTORS shall not be obliged to act in any manner which may:
 - a. conflict with any laws of the United States, British Virgin Islands or any other country or otherwise be illegal or immoral;

- b. be unethical, unduly onerous or be of such nature that it might damage the reputation of or be detrimental to DIRECTORS;
 - c. conflict with the Memorandum and Articles of Association.
4. DIRECTORS may require recommendations of the Client to be in writing before taking action.
5. The Client agrees that he has supplied all relevant information at present available which might affect the decision of DIRECTORS to provide directorship and will immediately make available to DIRECTORS any further relevant information which may become available hereafter. For the service of providing directorship, DIRECTORS will require in regard to the Client:
 - (i) professional and banker's reference;
 - (ii) copy of the passport;
 - (iii) confirmation of the current physical address;
 - (iv) information on the proposed activities of the entity;
 - (v) confirmation as to the nature and source of the assets to be transferred to the structure, and
 - (vi) execution of a standard indemnity agreement.
6. The Client agrees not to take action with regard to the Company nor enter into any contract on its behalf without the consent of DIRECTORS except in accordance with any Power of Attorney which DIRECTORS may have granted. In the latter case the Client undertakes to inform DIRECTORS of all substantive transactions undertaken under the authority of such Power of Attorney.
7. The Client agrees not to dispose of his interest in the Company without notifying DIRECTORS.
8. The Client undertakes to cause the Company to indemnify DIRECTORS and Nelson Slosbergas, P.A., and NS Corporate Services Inc. ("NSPA") to the maximum extent permitted by law to the extent hereinafter provided and agrees personally hold harmless and to indemnify DIRECTORS and NSPA, its employees and agents against all costs, claims and liabilities and against all actions, suits, proceedings and demands of whatsoever nature which may be made against DIRECTORS and NSPA, its employees and agents including attorney's fees of all trial and appellate proceedings, by reason of any act or services performed hereunder or omitted to be done except such arising from the gross negligence or willful misfeasance of DIRECTORS and NSPA.
9. The obligations of the Client (if more than one) are joint and several and shall bind their legal representatives assigns and successors. The benefits of the Client's agreement and obligations herein contained shall not be affected by any change in the composition of DIRECTORS shareholder and shall be for the benefit of any successors or assigned of DIRECTORS.
10. If the DIRECTORS wish to resign as director, Client shall be given seven (7) days notice of such intention. The Client may similarly terminate this Agreement. Notwithstanding such termination the indemnity in Clause 8 above shall endure for the benefit of the Client and DIRECTORS in respect of any and all acts performed by them prior to such termination.

11. The Client, by execution of this Agreement below, and as Beneficial Owner of the shares of the Company, hereby states and confirms that he/she is not a citizen and/or resident of the United States.
12. This Agreement shall be governed by the laws of the British Virgin Islands and the Client and DIRECTORS agree to submit to the exclusive jurisdiction of the British Virgin Islands courts.

Please signify your agreement to these terms and conditions by signing and retaining the attached copy hereof.

Yours faithfully,

By: _____
Arman Corporate Services Limited
By its authorized signatory

By: _____
Lindenberg Holdings Group Inc.
By its authorized signatory

By: _____
Affinity Limited
By its authorized signatory

CONSENT

I, hereby agree to the above terms and conditions set forth in the Director Service Agreement. Dated this _____ day of _____, 2007.

By: _____
PRINT NAME: _____
The Beneficial Owner of _____,
A Pamana corporation (the "Client")