LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 25th day of June, 2012 by and between Rite of Passage, Inc., a Nevada corporation, 2560 Business Parkway, Suite A, Minden, Nevada 89423, (the "Lender"), and Southwest Leadership Academy, an Arizona non-profit corporation, 9490 S. Beck Ave, Tempe, Arizona 85284, (the "Borrower")

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan two hundred forty thousand ($240,000.00) USD, to the Borrower and the Borrower promises to repay this principal amount to the Lender, at such address as may be provided in writing, with interest payable on the unpaid principal at the rate per year equal to the 1 year LIBOR + 300 basis points for a total of four point zero seven percent (4.07%) per annum, calculated monthly in advance.

Payment

2. Beginning on July 1, 2013 and continuing on the first calendar day of each month, thereafter, until June 30, 2014, Borrower will pay monthly installments of interest, and from July 1, 2014 until June 30, 2016, borrower will pay monthly installments of interest and principal, with each monthly payment to be equal to the amount necessary to fully amortize the principal balance of this Loan.

3. At any time while not in default under this Agreement, the Borrower may pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

Governing Law

5. This Agreement will be construed in accordance with and governed by the laws of the State of Nevada.

Costs

6. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

Binding Effect

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 25th of June 2012.

RITE OF PASSAGE, INC.
Lender

By: M Bower
Its: Chief Financial Officer

SOUTHWEST LEADERSHIP ACADEMY
Borrower

By: Barry Van Lede
Its: Treasurer