

EXHIBIT D

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is dated as of August 13, 2007 (the "Closing Date") by and between Avoine – Serviço de Consultadoria e Marketing, Lda, a Madeira private limited liability company ("Seller"), and Absolute Entertainment S.A., a Belize corporation ("Buyer").

BACKGROUND

Seller is the record and beneficial owner of the capital stock of the following corporation (the "Corporation"):

<u>CORPORATION</u>	<u>SHARES</u>
Panora Tech Belize Inc.	1,000

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, all of the capital stock of the Corporation (the "Purchased Stock"), upon and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Seller and Buyer, intending to be legally bound hereby, covenant and agree as follows:

1. Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, and upon the representations and warranties herein made by each party, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver the Purchased Stock to Buyer, and Buyer shall purchase and acquire the Purchased Stock from Seller. Seller shall deliver to Buyer certificates for the Purchased Stock, together with a fully executed stock power providing for the transfer of the Purchased Stock to Buyer; provided that the sale of the Purchased Stock shall be effective on the Closing Date, without regard to the delivery of the certificates.

2. Price. The purchase price for the Purchased Stock shall be USD \$125,000,000 (the "Price"), plus interest on the unpaid balance of the Price at the rate of twelve percent (12%) per annum. The Price shall be payable as provided in Paragraph 3 below and shall be evidenced by a promissory note (the "Note") in a form acceptable to Seller to be delivered at Closing.

3. Payment.

3.1 On or before the first day of each month, beginning with the first month commencing after the date of this Agreement and continuing until the Price and all interest thereon is paid in full, Buyer shall pay to Seller in immediately available funds the sum of \$1,793,386.86, or

for the final payment such lesser amount as may be required to pay the Price and all accrued and unpaid interest in full.

3.2 All payments shall be applied first to accrued and unpaid interest with the balance, if any, applicable to the principal of the Price.

4. Security. As security for the payment of the full amount of the Price and all interest thereon when due and all other amounts owned by Buyer to Seller or obligations of any kind from Buyer to Seller, Buyer hereby grants to Seller a first priority lien, pledge, security interest and right in and to all of the Purchased Stock until the Price and all interest thereon are paid in full. In the event of a failure by Buyer to pay any amount under this Agreement or the Note when due or failure to comply with any term of this Agreement or the Note or breach of any term thereof, Seller shall be entitled on 5 days advance notice to Buyer, which all parties agree to be reasonable to take and retain or dispose of all or any part of the Purchased Stock and apply the net proceeds thereof to the Price and all interest thereon and to exercise all rights and remedies available to a lien holder or secured creditor under applicable law. Buyer shall take such action, including the delivery to Seller or Seller's designee of certificates for any or all of the Purchased Stock with stock powers executed in blank, and execute, deliver and file such documents or instruments as Seller may, in its discretion, deem necessary or appropriate to perfect or confirm its lien and interest hereunder and Buyer hereby appoints Seller as Buyer's attorney in fact to execute, deliver or file any of the foregoing on Buyer's behalf and in its name.

5. Closing.

5.1 The closing of the purchase of the Purchased Stock (the "Closing") shall be contemporaneous with the execution hereof and at such place as the parties hereto shall mutually agree.

5.2 Closing Deliveries by Seller. Seller shall deliver the following items to Buyer at the Closing:

5.2.1 this Agreement, duly executed by Seller;

5.2.2 all of the certificates representing the shares of the Purchased Stock required to be sold hereunder, together with an executed stock power attached, to convey to Buyer all of the interests of Seller in such shares of stock; and

5.2.3 all other agreements, certificates, instruments and documents as may be reasonably requested by Buyer in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

5.3 Closing Deliveries by Buyer. Buyer shall deliver the following items to Seller at the Closing:

5.3.1 this Agreement, duly executed by Buyer;

5.3.2 the Note, duly executed by Buyer; and

5.3.3 all other agreements, certificates, instruments and documents as may be reasonably requested by Seller in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

6. Sales and Transfer Taxes and Fees. All applicable sales, transfer, documentary, use, filing and other taxes and fees that may be due or payable as a result of the assignment, transfer or delivery of the Purchased Stock to be conveyed and transferred as provided herein whether levied on Seller or Buyer, shall be borne by Buyer.

7. Further Acts. Buyer agrees that it shall, upon the request of Seller and at no cost to Seller, at any time after the date hereof, take such further acts and execute such further instruments and agreements as may be necessary or desirable in the view of Seller to effect the sale of all of the Purchased Stock. This obligation shall survive the Closing.

8. Confidential Information. Buyer shall retain as confidential, all information, data or material of any kind and in any form concerning in any manner the business, finances, operations and affairs, business strategies or other activities or proposed activities of any kind of Seller (collectively "Confidential Information"). Neither Buyer nor any of its shareholders, directors, employees, agents, consultants or other representatives shall disclose any Confidential Information to any person or entity other than Seller, or use any Confidential Information for any purpose or in any manner other than the proper performance of this Agreement or as approved by Seller in advance in writing. The term "Confidential Information" and the restrictions of this Paragraph 8 shall not apply to any data, information or material that is known or readily available to the general public.

9. Representations and Warranties by Seller. Seller hereby represents and warrants to Buyer as follows:

9.1 Ownership of the Shares. Seller represents and warrants that, the Purchased Stock constitutes all of the issued and outstanding shares of the Corporation and that it owns, of record and beneficially, all of the Purchased Stock.

9.2 Consents. No consents, approvals, orders or authorizations of, or registrations, declarations, or filings with, any agency, bureau, or department of any government or any subdivision thereof, are required in connection with the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions provided for herein or contemplated hereby.

9.3 Authority for Agreement. This Agreement has been duly authorized by Seller, its shareholders and directors, and duly executed and delivered by Seller and constitutes, and each document or instrument executed by Seller pursuant to the terms hereof constitutes, a valid and binding obligation of Seller, enforceable in accordance with its terms. This Agreement and the other agreements to be executed in connection herewith will, on the Closing Date, constitute the valid and binding obligations of Seller in accordance with their terms.

9.4 Capitalization. The Purchased Stock the Corporation constitutes all of the issued and outstanding capital stock of the Corporation. The Corporation has no other class or series of authorized capital stock. There are in existence no outstanding options, contracts,

commitments, warrants, agreements, or rights of any character or nature whatsoever affecting or relating in any manner to the issuance of the capital stock of the Corporation.

10. Representations by Buyer. Buyer hereby represents and warrants to Seller as follows:

10.1 Authority for Agreement. Each of this Agreement and the Note has been duly authorized by Buyer, its shareholders and directors, and duly executed and delivered by Buyer and constitutes, and each other instrument or agreement executed by Buyer pursuant to the terms hereof constitutes, a valid and binding obligation of Buyer, enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the Note and the consummation of the transactions contemplated hereby and thereby will not violate any provision of the Memorandum of Association or Articles of Association of Buyer, or result in a breach of, or constitute a default under, any agreement or other instrument to which Buyer is a party or by which Buyer or any of Buyer's properties is bound. This Agreement, the Note and the other agreements to be executed in connection herewith and therewith will, on the Closing Date, constitute the valid and binding obligations of Buyer in accordance with their terms.

11. Indemnification.

11.1 Indemnification by Seller. Seller shall indemnify, defend and hold harmless Buyer, and each of its shareholders, members, directors, officers, agents, employees, consultants and representatives from and against all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable legal fees and disbursements) arising out of, relating to, connected with or with respect to any of the following:

11.1.1 Any material misrepresentation or breach or failure of any representation, warranty, covenant, or agreement made by Seller in this Agreement or in any other agreement, document, instrument or writing delivered or to be delivered pursuant to this Agreement; and

11.1.2 Any actions, causes of action, claims, demands, suits, settlements, judgments, damages, losses, costs and legal and other expenses incident to the foregoing (collectively, "Buyer Damages").

11.2 Indemnification by Buyer. Buyer shall indemnify, defend and hold harmless Seller, and each of its shareholders, members, directors, officers, agents, employees, consultants and representatives from and against all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable legal fees and disbursements) arising out of, relating to, connected with or with respect to any of the following:

11.2.1 Any material misrepresentation or breach or failure of any representation, warranty, covenant, or agreement made by Buyer in this Agreement, the Note, or in any other agreement, document, instrument or writing delivered or to be delivered pursuant to this Agreement; and

11.2.2 Any actions, causes of action, claims, demands, suits, settlements, judgments, damages, losses, costs and legal and other expenses incident to the foregoing (collectively, "Seller Damages" and together with Buyer Damages, "Damages").

11.3 Indemnification Procedures and Remedy.

11.3.1 Whenever a claim shall arise which is, or which any of the parties hereto believes to be, subject to indemnification under Subparagraphs 11.1 or 11.2, the party or parties claiming indemnification (the "Indemnified Party") shall promptly notify the opposing party (the "Indemnitor") of the claim, the known facts constituting the basis for the claim, an estimate of the amount of the claim (if reasonably discernible) and the specifics of any action or proceeding brought to assert the claim.

11.3.2 Within 14 days after receipt of a notice under Subparagraph 11.3.1 of a third party claim, the Indemnitor may give the Indemnified Party written notice stating that the Indemnitor will assume the defense of the claim and any legal proceeding relating thereto, and such notice shall constitute a legally binding acknowledgement by the Indemnitor of the Indemnitor's obligation to indemnify the Indemnified Party for all elements of the claim. If the Indemnitor assumes the defense of a claim and legal proceeding, the Indemnitor shall select counsel and defend the claim or proceeding at its sole cost and expense and be responsible for and pay all amounts awarded against the Indemnified Party therein. Without the Indemnified Party's prior written consent (which shall not be unreasonably withheld), the Indemnitor shall not settle any indemnification claim or proceeding on any basis or with any terms and conditions other than the payment of money by the Indemnitor pursuant to its indemnification obligations, and the Indemnitor shall give the Indemnified Party reasonable advance notice of any such proposed settlement and reasonable evidence of the capacity of the Indemnitor to pay the amount of the settlement. The Indemnified Party shall be entitled to participate in the defense of any such claim or legal proceeding, with counsel of its own choice at its own expense. The Indemnified Party shall cooperate with the reasonable requests of the Indemnitor to permit the Indemnitor to perform its obligations hereunder; provided, however, that such cooperation shall not require the Indemnified Party to incur any expense. If the Indemnitor fails to assume the defense of the claim or proceeding as provided herein and within the time set forth in this Subparagraph, the Indemnified Party may, with counsel of its choice, defend or settle the claim in such manner as it deems appropriate, giving reasonable notice to the Indemnitor of any proposed settlement, and the Indemnitor shall be responsible for all legal fees and costs of such defense and any amount that the Indemnified Party is required to pay as a result of a verdict, judgment or other decision on, or the settlement of, the claim.

11.3.3 Within 14 days after receipt of a notice under Subparagraph 11.3.1 of a claim not involving a third party, the Indemnitor shall either cure the breach that lead to the claim, if such breach is of a nature that can be cured, or pay the amount of the indemnified claim.

11.3.4 In the event that the Indemnitor fails to perform its indemnity obligations hereunder or in the event that any of the Indemnified Parties suffer any Damages as a result of a breach of any of the representations or warranties under this Agreement or the Note or failure by a party to perform any of its obligations hereunder or under any document or instrument

executed and delivered in connection with this Agreement, then the Indemnified Party shall be entitled to exercise any and all remedies available to it at law or in equity.

12. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by regular, certified or registered mail, or by any other reasonable method (including personal delivery, internationally recognized express courier or telefax) to the party to receive notice at the following addresses or at such other address as such party may, by notice, direct:

If to Buyer:	Absolute Entertainment S.A. Attn: Joseph Tokwiro Norton Tewatohni'saktha Business Complex, 3 rd Floor Kahnawake Mohawk Territory, J0L 1B0759
With a copy to:	Morden C. Lazarus, B.A., B.C.L. Lazarus, Charbonneau 759 Square Victoria Suite 200 Montreal (Quebec) Canada H2Y 2J7 Telephone: 514-289-8600 Facsimile: 514-289-8609
If to Seller:	Avoine – Serviço de Consultadoria e Marketing, Lda Attn: Robert R. Janusz 2n035 Indian Knoll West Chicago, IL 60185-1779 Telephone: 630-697-6410 Facsimile: 630-579-3515
With a copy to:	The Stein Law Group Attn: Henry A. Stein, Esq. 1607 Dr. M.L. King, Jr. Street (9 th) North, Suite A St. Petersburg, Florida 33704 Telephone: 727-894-4333 Facsimile: 727-894-0175

All notices given by registered or certified mail shall be deemed as given on the delivery date shown on the return mail receipt. All notices given in any other manner shall be deemed as given when received.

13. Arbitration. All disputes of any kind arising out of or relating to this Agreement or the transactions provided for herein, including disputes with respect to the terms of the Note, shall be submitted first to mandatory mediation and, if such mediation shall not resolve the dispute, to binding arbitration. Both mediation and arbitration shall be conducted under the rules of the International Chamber of Commerce, subject to such variations to which both parties may agree in advance in writing. Both mediation and arbitration meetings and proceedings shall be held in

London, England, which location may be changed by agreement of the parties, with mediation conducted by a single mediator and arbitration by a panel of three arbitrators or, if both parties agree in advance in writing, by a single arbitrator. The decision of the arbitrator or arbitration panel shall be final and binding on all parties and shall not be subject to appeal.

14. Applicable Law. The law of England shall govern the validity, construction, interpretation and effect of this Agreement without regard to principles or rules of choice of law or conflicts of law.

15. Headings. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

16. Gender. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for herein.

18. Modification. No provision of this Agreement may be amended, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by all parties affected by such provision.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party shall in any manner assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

20. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. Survival of Representations and Warranties. All agreements, representations and warranties contained in and made pursuant to this Agreement shall survive the execution and delivery of this Agreement and all inspections, examinations and audits made at any time by or on behalf of any of the parties.

22. No Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall be necessary to produce all such counterparts. Signature by facsimile or other electronic method shall bind the party thereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Stock Purchase Agreement as of the date first above written.

BUYER:

Absolute Entertainment S.A.

By: 

Joseph Tokwiro Norton

SELLER:

Avoins - Serviço de Consultoria e Marketing, Lda

By: 

Robert R. Janusz

\$125,000,000

August 13, 2007

NOTE

FOR VALUE RECEIVED, the undersigned, ABSOLUTE ENTERTAINMENT S.A., a Belize corporation ("Maker"), hereby promises to pay to the order of Avoine - Serviço de Consultadoria e Marketing, Lda, a Madeira private limited liability company ("Payee"), the principal sum of One Hundred Twenty-Five Million Dollars (\$125,000,000) (the "Principal Amount"), lawful money of the United States of America, together with accrued and unpaid interest thereon as provided herein.

This Note has been issued pursuant to and in accordance with the terms and conditions of a Stock Purchase Agreement dated as of August 13, 2007, by and between Maker and Payee (the "Stock Purchase Agreement") and is subject to and governed by the terms and conditions of the Stock Purchase Agreement. All capitalized terms not defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

Interest on the unpaid Principal Amount shall accrue at the rate of twelve percent (12%) per annum ("Interest"). The annual Interest shall be calculated on the basis of a 365 day year for the actual number of days elapsed.

The Principal Amount and Interest hereunder shall be payable in consecutive monthly installments of principal and Interest in the amount of One Million Seven Hundred Ninety-Three Thousand Three Hundred Eighty-Six and 86/100 Dollars (\$1,793,386.86) (each an "Installment" and collectively, the "Installments"), with each Installment to be paid on the first day of each month commencing on September 1, 2007 and continuing until the Principal Amount and all accrued and unpaid Interest has been paid in full. All payments shall be applied first to accrued and unpaid Interest, with the balance, if any, applied to the Principal Amount.

All payments of the Principal Amount, Interest and all other amounts owing hereunder shall be made in immediately available funds (or by check) and shall be payable to Payee at the address provided for notice herein, or such other place or places as Payee notifies Maker in writing from time to time.

Maker shall have the privilege, without premium or penalty, at any time or from time to time, of prepaying this Note in whole or in part, provided that each prepayment shall be accompanied by accrued and unpaid Interest on the amount prepaid. Prepayments shall be applied first to accrued and unpaid Interest and next to the Installments in the inverse order of their maturity.

The occurrence of any of the following events or conditions shall, without notice or demand, constitute an event of default hereunder (an "Event of Default"):

(a) If Maker shall fail to make any payment due to Payee after the same shall become due and payable in accordance with the terms of this Note;

(b) If Maker shall fail to make any payment due to Payee after the same shall become due and payable in accordance with the terms of any other note or obligation payable to Payee or any of Payee's affiliates;

(c) If Maker becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; is adjudicated insolvent or bankrupt; admits in writing its inability to pay its debts; or shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed, and if appointed without consent, not be discharged within thirty (30) days; makes an assignment for the benefit of creditors; or suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within thirty (30) days; if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors are instituted or commenced by Maker;

(d) The taking of any action by Maker in contemplation or furtherance of the dissolution, liquidation, or termination of existence of Maker without Payee's prior written consent, which consent may be withheld by Payee for any or no reason;

(e) A sale of all or substantially all of the assets of the business of Maker;

(f) A sale or other transfer of a controlling interest in Maker; or

(g) A breach by Maker of any term or condition of the Stock Purchase Agreement.

Upon the occurrence and during the continuation of any Event of Default hereunder, in addition to all other rights, remedies and powers of Payee under this Note or otherwise available at law or in equity, (i) this Note shall bear interest at a rate of eighteen percent (18%) per annum (the "Default Rate"); (ii) a late charge equal to five percent (5%) of such late payment shall, at the option of Payee, be assessed against Maker; and (iii) the entire unpaid Principal Amount hereunder plus any accrued and unpaid Interest thereon plus all other sums due and payable to Payee hereunder shall, at the option of Payee (and automatically with respect to an Event of Default under Section (e), above), become due and payable immediately, without further notice to or demand on Maker of any kind, including without limitation, presentment, demand or notice of demand, protest or notice of protest, notice of nonpayment or dishonor and all other notices or communications in connection with the delivery, acceptance, performance, default or enforcement of payment of the Note, all of which are hereby expressly waived by Maker.

Following the occurrence of any Event of Default hereunder, Maker shall pay upon demand all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Payee in the exercise of its rights, remedies or powers under this Note and any amount thereof not paid promptly following demand therefor shall be added to the Principal Amount, and shall accrue interest at the Default Rate from the date of such demand until paid in full.

No right or remedy conferred upon or reserved to Payee hereunder or now or hereafter existing at law or in equity is intended to be exclusive of any other right or remedy, and each and

every such right or remedy shall be cumulative and concurrent, and in addition to every other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Payee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur.

Payee shall have the right, within its sole and absolute discretion, to assign the rights and benefits that inure to it under this Note to any person or entity at any time. In the event of an assignment, Payee shall give the Maker written notice of the assignment, including the name and address of the assignee thereof.

In the event any Interest paid on this Note is deemed to be in excess of the then legal maximum rate, then that portion of the Interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the Principal Amount of this Note.

All notices and other communications hereunder shall be in writing and shall be deemed effective upon actual receipt or, if earlier, (i) the date of delivery, if hand-delivered, and (ii) one (1) business day after the business day of deposit with Federal Express or similar internationally recognized courier for overnight delivery, freight prepaid, in each case to the party at the address listed for such party in notices section of the Stock Purchase Agreement.

This Note shall be binding upon Maker and its successors and shall inure to the benefit of Payee, its successors and assigns.

The law of England shall govern the validity, construction, interpretation and effect of this Note, without regard to principles or rules of choice of law or conflicts of law.

[Signature Follows on Next Page]

IN WITNESS WHEREOF, Maker, intending to be legally bound, has caused its duly authorized representative to execute and deliver this Note on the day and year first above written.

ABSOLUTE ENTERTAINMENT S.A.

By: 
Joseph Tokwiro Norton