

absolutely and unconditionally agreed to reimburse Plaintiff for all out-of-pocket expenses incurred in connection with the enforcement of the Promissory Note and the transactions contemplated thereby, including but not limited to all attorney's fees and disbursements and the fees and disbursements of other professionals relating to the enforcement of any obligations under the Promissory Note or the satisfaction of any indebtedness of Defendant under the Promissory Note.

6. Judgment is hereby confessed in the agreed amount of the sum currently equal to Three Hundred Five Thousand One Hundred Twenty-Eight and Seventy-Seven Hundredths Dollars (\$305,128.77), plus all interest accrued under the Promissory Note from and after November 10, 2010, and all out-of-pocket expenses, including but not limited to attorney's fees disbursements, incurred by Plaintiff in connection with the enforcement of and collection on the Promissory Note. All amounts due at the time of entry of this judgment shall be conclusively determined by an affidavit of the plaintiff.

7. Defendant agrees that this Affidavit of Confession of Judgment and any judgment entered herein, shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to the provisions governing conflicts of law.

8. The Judgment confessed herein is not for the purpose of securing plaintiff against a contingent liability.

Dated: _____

The foregoing was acknowledged before me this ____ day of November, 2010.

AFFIX NOTARY STAMP

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced
