

Borrower, as provided herein, which right is hereby expressly reserved. No waiver of any Lender's rights hereunder shall be implied by or deemed to have occurred as a result of any failure of Lender to act or any delay by Lender in taking action in connection with exercising any of Lender's rights under this Note or any other agreement between any of the Borrower and Lender.

This Note is binding upon the Borrower and his heirs, beneficiaries, successors and assigns; provided, however, that Borrower shall not be entitled to assign or delegate any rights or obligations under this Note without the prior written consent of the Lender.

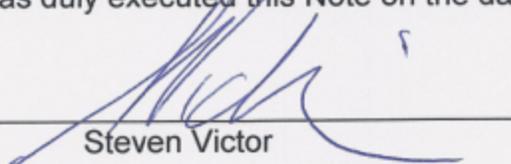
This Note may be amended, modified or supplemented only by written agreement signed by the Lender and the Borrower.

The Borrower agrees to pay all costs, fees and expenses of collection, including, without limitation, the Lender's reasonable attorneys' fees and disbursements, in the event that any action, suit or proceeding is brought by the holder hereof to collect this Note or if a breach of this Note shall have occurred.

Lender's agreement to advance funds under this Note is made in reliance upon the information the Borrower has given to Lender in connection with this Note and any other obligation the Borrower has with Lender, which information the Borrower promises is true and correct. The Borrower represents and warrants that any information the Borrower provides to Lender in the future shall also be true and correct.

THIS NOTE SHALL BE DEEMED TO HAVE BEEN MADE IN AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES VIRGIN ISLANDS. THE BORROWER AND THE LENDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the Borrower has duly executed this Note on the date first above written.

  
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Steven Victor