

PROMISSORY NOTE

\$500,000.00

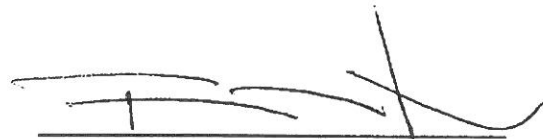
Virginia Beach, Virginia
June 1, 2004

FOR VALUE RECEIVED, the undersigned hereby promise to pay to the order of **Lonnie Scruggs**, at such place as the holder may designate in writing, the principal sum of FIVE HUNDRED THOUSAND DOLLARS and NO/100 (\$500,000.00), with interest at twenty-five percent (25%) per annum, being negotiable and payable, without offset, as follows: ON DEMAND.

Right of anticipation, in whole or in part, without penalty, is expressly reserved. In the event of default in the payment as herein provided, time being of the essence hereof, and if such default is not made good, the entire principal sum shall at once become due and payable without notice or demand at the option of the holder of this note. Failure to exercise the option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default, breach or breaches.

Presentment, protest and notice are hereby waived. The maker and endorser of this note also waive benefit of the homestead exemption as to this debt, and agree, in the event of default, to pay all costs of collection hereof, including any attorney's fee, if incurred, in case payment shall not be made as provided.

WITNESS the following signature:

A handwritten signature in black ink, appearing to read "Troy A. Titus", written over a horizontal line.

Troy A. Titus