

Exhibit 5

Frisberg
Biz Convertible Note

EXHIBIT A

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER RULE 506 OF REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED, ASSIGNED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION OR EXCLUSION FROM THE REGISTRATION REQUIREMENTS THEREUNDER AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.

No. _____

US \$_____,000

5.5% SENIOR CONVERTIBLE NOTE DUE AUGUST 31, 2012

THIS NOTE is one of a duly authorized issue of Notes of **Biz Radio Media** Network, Inc., a Texas corporation organized and existing under the laws of the State of Texas (the “Company”), designated as its 5.5% Senior Convertible Notes, at a purchase price per Note of _____ Thousand Dollars (US \$_____,000) (the “Per Note Consideration”), due August 31, 2012 (the “Notes”), in an aggregate principal amount of **Three Million Dollars** (US \$3,000,000).

FOR VALUE RECEIVED, the Company promises to pay to [Purchaser], or its registered assigns (the “Holder”), the principal sum of _____ Hundred Thousand Dollars (US \$____00,000), on or prior to August 31, 2012 (the “Maturity Date”) and to pay interest to the Holder on the principal sum at the rate of five and one half percent (5.5%) per annum. Interest shall accrue daily commencing on the Original Issuance Date (as defined in Section 1 below) in the form of cash, until payment in full of the principal sum, together with all accrued and unpaid interest, has been made. If at any time after the Original Issuance Date an Event of Default has occurred and, if there is a cure period, is continuing, interest shall accrue at the rate of twelve percent (12%) per annum from the date of the Event of Default and the applicable cure period through and including the date of payment. Interest due and payable hereunder shall be paid to the person in whose name this Note (or one or more successor Notes) is registered on the records of the Company regarding registration and transfers of the Notes (the “Note Register”); provided, however, that the Company’s obligation to a transferee of this Note shall arise only if such transfer, sale or other disposition is made in accordance with the terms and conditions hereof and of the Senior Notes Purchase Agreement (the “Purchase Agreement”) by and between the Company and the Purchaser (as such term is defined in the Purchase Agreement), dated as of August ___, 2009. A transfer of the right to receive principal and interest under this **Note shall be transferable only through an appropriate entry in the Note Register as provided herein.**

This Note is subject to the following additional provisions:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Common Stock” shall mean the shares of common stock, ___ par value per share, of the Company.

“Conversion Date” shall have the meaning set forth in Section 4(a) hereof.

“Conversion Price” shall mean \$ _____.

“Conversion Ratio” means, at any time, a fraction, the numerator of which is the principal amount represented by the Notes plus accrued but unpaid interest thereon, and the denominator of which is the Conversion Price at such time.

“Notice of Conversion” shall have the meaning set forth in Section 4(a) hereof.

“Original Issuance Date” shall mean the date of the first issuance of this Note regardless of the number of transfers hereof.

Section 2. Denominations of Notes; Interest on Notes. The Notes are issuable in denominations of _____ Hundred Thousand Dollars (US \$__00,000.00). The Notes are exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same, but shall not be issuable in denominations of less than integral multiples of [One] Hundred Thousand Dollars (US\$[100],000.00). No service charge to the Holder will be made for such registration of transfer or exchange.

Section 3. Events of Default and Remedies.

I. “Event of Default,” when used herein, means any one of the following events (whatever the reason and whether any such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(a) any default in the payment of the principal of or interest on this Note as and when the same shall become due and payable either at the Maturity Date, by acceleration, conversion, or otherwise;

(b) the Company shall fail to observe or perform any other covenant, agreement or warranty contained in, or otherwise commit any breach of, this Note, and such failure or breach shall not have been remedied within ten (10) Business Days of its receipt of notice of such failure or breach;

(c) the occurrence of any event or breach or default by the Company under the Purchase Agreement and such failure or breach shall not have been remedied within the cure period, if any, provided for therein;

(d) the Company or any of its Subsidiaries shall commence a voluntary case under the United States Bankruptcy Code as now or hereafter in effect or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against the Company under the Bankruptcy Code and the petition is not controverted within thirty (30) days, or is not dismissed within sixty (60) days, after commencement of the case; or a "custodian" (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or any substantial part of the property of the Company or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or there is commenced against the Company any such proceeding which remains undismissed for a period of sixty (60) days; or the Company is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of thirty (30) days; or the Company makes a general assignment for the benefit of creditors; or the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or the Company shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company for the purpose of effecting any of the foregoing;

(e) the Company shall default in any of its obligations under any mortgage, indenture or instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness of the Company in an amount exceeding Fifty Thousand Dollars (\$50,000.00), whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;our investors will not demand anything as onerous as this. if we got into any small trouble this could kill us.

(f) the Company issues or enters into an agreement to issue any equity or equity equivalent security other than any securities issued at any time or from time to time to the Purchaser or any of its Affiliates or assigns including, during the period commencing on the date hereof and ending on the second anniversary of the date hereof.

II. (a) If any Event of Default occurs and continues, beyond a cure period, if any, then the Holder may, by notice to the Company, accelerate all of the payments due under this Note by declaring all amounts so due under this Note, whereupon the same shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are waived by the Company, notwithstanding anything contained herein to the contrary, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior

to payment hereunder. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. This shall include, but not be limited to the right to temporary, preliminary and permanent injunctive relief without the requirement of posting any bond or undertaking.

(b) The Holder may thereupon proceed to protect and enforce its rights either by suit in equity and/or by action at law or by other appropriate proceedings whether for the specific performance (to the extent permitted by law) of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, and proceed to enforce the payment of any of the Notes held by it, and to enforce any other legal or equitable right of such Holder.

(c) Except as expressly provided for herein, the Company specifically (i) waives all rights it may have (A) to notice of nonpayment, notice of default, demand, presentment, protest and notice of protest with respect to any of the obligations hereunder or the shares of Common Stock and (B) notice of acceptance hereof or of any other action taken in reliance hereon, notice and opportunity to be heard before the exercise by the Holder of the remedies of self-help, set-off, or other summary procedures and all other demands and notices of any type or description except for cure periods; and (ii) releases the Holder, its officers, directors, agents, employees and attorneys from all claims for loss or damage caused by any act or failure to act on the part of the Holder, its officers, attorneys, agents, directors and employees except for gross negligence or willful misconduct.

(d) As a non-exclusive remedy, upon the occurrence of an Event of Default, the Holder may convert the remaining principal amount of the Notes and accrued interest thereon at the Conversion Price upon giving a Notice of Conversion to the Company. Except as otherwise provided herein, the Company shall not have the right to object to the conversion, and shall release the shares of Common Stock so elected.

III. To effectuate the terms and provision of this Note, the Holder may give notice of any default to the Company and its counsel and request the Company to comply with the terms of this Note and the Purchase Agreement and all agreements entered into pursuant to the Purchase Agreement.

Section 4. Conversion.

(a) The unpaid principal amount of this Note shall be convertible into shares of Common Stock at the Conversion Price, at the option of the Holder, in whole or in part, at any time, commencing on the Original Issuance Date. Any conversion under this Section 4(a) shall be for a minimum principal amount of \$100,000.00 of the Notes plus the interest accrued and due thereon. The Holder shall effect conversions by surrendering the Note to be converted to the Company, together with the form of notice attached hereto as Appendix I (“Notice of Conversion”) in the manner set forth in Section 4(g) hereof. Each Notice of Conversion shall specify the principal amount of Notes to be converted. The date on which such conversion is to be effected (the “Conversion Date”) shall be on the date the Notice of Conversion is delivered pursuant to Section 4(g). Subject to Section 4 hereof, each Notice of Conversion, once given,

shall be irrevocable. If the Holder is converting less than all of the principal amount represented by the Notes tendered by the Holder in the Notice of Conversion, the Company shall deliver to the Holder a new Note for such principal amount as has not been converted within three (3) Business Days of the Conversion Date. Upon conversion in full of the Notes or upon payment in full on or before the Maturity Date, the Purchaser shall return the Notes to the Company for cancellation.

(b) Not later than three (3) Business Days after the Conversion Date, the Company shall deliver to the Holder (i) a certificate or certificates representing the number of shares of Common Stock being acquired upon the conversion of the Notes, and once the Notes so converted in part shall have been surrendered to the Company, the Company shall deliver to the Holder Notes in the principal amount of the Notes not yet converted; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of the Notes, until the Notes are either delivered for conversion to the Company, or the Holder notifies the Company that such Notes have been lost, stolen or destroyed and provides an affidavit of loss and an agreement reasonably acceptable to the Company indemnifying the Company from any loss incurred by it in connection with such loss, theft or destruction. In the case of a conversion pursuant to a Notice of Conversion, if such certificate or certificates are not delivered by the date required under this Section 4(b), the Holder shall be entitled, upon providing written notice to the Company at any time on or before its receipt of such certificate or certificates thereafter, to rescind such conversion, in which event, the Company shall immediately return the Notes tendered for conversion.

(c) The Company covenants and agrees that it shall, at all times, reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of the Notes as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder of the Notes, such number of shares of Common Stock as shall be issuable upon the conversion of the aggregate principal amount of the outstanding Notes. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issuance, be duly and validly authorized and issued and fully paid and non-assessable.

(d) No fractional shares of Common Stock shall be issuable upon a conversion hereunder and the number of shares to be issued shall be rounded to the nearest whole share. If a five tenths fractional share interest arises upon any conversion hereunder, the Company shall eliminate such fractional share interest by issuing to the Holder an additional full share of Common Stock.

(e) The issuance of a certificate or certificates for shares of Common Stock upon conversion of the Notes shall be made without charge to the Holder for any documentary stamp or similar taxes that may be payable in respect of the issuance or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to

the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(f) The Notes converted into Common Stock shall be canceled upon conversion.

(g) Each Notice of Conversion shall be given by facsimile to the Company no later than 4:00 p.m. Central Standard time U.S. Any such notice shall be deemed given and effective upon the transmission of such facsimile at the facsimile number specified in this Section 4(g) (with printed confirmation of transmission). In the event that the Company receives the Notice of Conversion after 4:00 p.m. on any Business Day or at any time on a day that is not a Business Day, notice will be deemed to have been given the next following Business Day.

Section 5. Repayment of Notes. (a) At any time after the Execution Date, so long as no Event of Default has occurred that has not been cured, the Company shall have the option to repay amounts due under the Notes, either in part or whole and in increments of a minimum \$25,000, upon no less than ten (10) days, and no more than thirty (30) days, written notice thereof given to the Holder (the "Repayment Notice").

(b) Within five (5) Business Days after the expiration of the Repayment Notice, the Company shall pay the Note Holder the repayment.

Section 6. Absolute Payment Obligation; Limitation on Prepayment. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct obligation of the Company. This Note ranks pari passu with all other Notes now or hereafter issued under the terms set forth herein. The Company may not prepay any portion of the outstanding principal amount on the Notes except in accordance with Section 5 hereof.

Section 7. No Rights of a Stockholder. Except as otherwise provided herein, this Note shall not entitle the Holder to any of the rights of a stockholder of the Company, including without limitation, the right to vote, to receive dividends and other distributions, or to receive any notice of, or to attend, meetings of stockholders or any other proceedings of the Company, unless and to the extent converted into shares of Common Stock in accordance with the terms hereof.

Section 8. Loss, Theft, Mutilation or Destruction. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed but only upon receipt of an affidavit of such loss, theft or destruction of such Note, and, if requested by the Company, an agreement to indemnify the Company in form reasonably acceptable to the Company.

Section 9. Governing Law. This Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to the

principles of conflicts of law thereof. Any action to enforce the terms of this Note, the Purchase Agreement or any other Transaction Document shall be exclusively brought in the state and/or federal courts in the state and county of Harris County, Texas. Service of process in any action by the Holder to enforce the terms of this Note may be made by serving a copy of the summons and complaint, in addition to any other relevant documents, by commercial overnight courier to the Company at its address set forth in the Purchase Agreement.

Section 10. Notices. Except as otherwise provided in Section 4(k) hereof, all notices or other communications required or permitted to be given hereunder shall be deemed duly given and received if in writing upon facsimile transmission (with written transmission confirmation report) at the number designated below for the Company and at the facsimile number for the Holder set forth in the Note Register (in each case, if delivered on a Business Day during normal business hours where such notice is to be received), or the first Business Day following such delivery (if delivered other than on a Business Day during normal business hours where such notice is to be received) whichever shall first occur. The addresses for such communications shall be:

If to the Company: Biz Radio Network, Inc.
 3050 Post Oak Blvd., Suite 1680
 Houston, Texas 77056
 Attn: President
 Tel: (713) ___-____
 Fax: (713) ___-____

With copies to: Warner & Associates, P.L.L.C.
 1302 Waugh Drive, #918
 Houston, Texas 77019
 Attn: T. Deon Warner, Esq.
 Tel: (713) 807-1007
 Fax: (713) 807-1024

If to the Purchaser:

or such other address as may be designated hereafter by notice given pursuant to the terms of this Section 10.

Section 11. Waiver. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

Section 12. Invalidity. If any provision of this Note is held to be invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is held to be inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other

persons and circumstances.

Section 13. Payment Dates. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next following Business Day.

Section 14. Transfer; Assignment. This Note may not be transferred or assigned, in whole or in part, at any time, except in compliance by the transferor and the transferee with applicable federal and state securities laws.

Section 15. Fees of Enforcement. In the event any Party commences legal action to enforce its rights under this Note, the non-prevailing party shall pay all reasonable costs and expenses (including but not limited to reasonable attorney's fees, accountant's fees, appraiser's fees and investigative fees) incurred in enforcing such rights.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by an officer thereunto duly authorized as of the date first above indicated.

BIZ RADIO NETWORK, INC.

Attest: _____
Name:
Title:

By: _____
Name: Daniel Frishberg
Title: President

APPENDIX I

**NOTICE OF CONVERSION
AT THE ELECTION OF THE HOLDER**

(To be Executed by the Registered Holder
in order to Convert the Notes)

Except as provided by Section 4(b) of the Notes, the undersigned hereby irrevocably elects to convert Note No. _____ into shares of Common Stock, no par value (the "Common Stock"), of The Invisible Armor, Inc. (the "Company") according to the provisions hereof, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No other fees will be charged to the Holder, except for transfer taxes, if any.

Conversion calculations:

Date to Effect Conversion

Principal Amount of Notes to be Converted

Interest to be Converted or Paid

Applicable Conversion Price

Number of Shares to be Issued Upon Conversion

Signature

Name

Address

EXHIBIT B

August ____, 2009

To the Purchaser Listed in Schedule 1 to the "Purchase Agreement"

Re: Biz Radio Network, Inc.

Ladies and Gentlemen:

We have acted as counsel to Biz Radio Network, Inc., a Texas corporation (the "Company"), in connection with the Senior Note Purchase Agreement, dated as of August ____, 2009, between you and the Company (the "Purchase Agreement"), and the transactions contemplated thereby. Capitalized terms used and not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

In addition to the Transaction Documents, we have examined such other documents, records and legal matters as in our judgment are necessary or appropriate to enable us to render the opinions expressed below, including, without limitation, the Company's articles of incorporation and by-laws, each as in effect on the date hereof (the "Certificate of Incorporation" and the "By-Laws, respectively). We have also relied on the certificates furnished by officers of the Company as of the date hereof. We have, without independent verification, relied upon and assumed the accuracy of such certificates as to factual matters and have not attempted to verify independently the statements contained therein; however, nothing has come to our attention that would cause us to question the accuracy of such statements.

We have also relied, without independent verification, on the representations and warranties as to factual matters of the Company and the Purchaser contained in the Purchase Agreement and on certificates of governmental officials. In all such examinations, we have assumed: (i) the genuineness of signatures of all persons other than the signatures of persons signing on behalf of the Company; (ii) the authenticity of all documents submitted to us as originals; (iii) the validity of all applicable laws, statutes, ordinances, rules and regulations, and the proper indexing and accuracy of all records and documents which are public records; and (iv) the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies.

Based upon the foregoing and subject to the assumptions, limitations, qualifications and exceptions stated herein, we are of the opinion that as of the date hereof:

(1) Each of the Company and the Subsidiaries is a corporation, duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted. To our knowledge, the Company has no subsidiaries other than the Subsidiaries. Each of the Company and the Subsidiaries is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the nature

of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not individually or in the aggregate have a material adverse effect.

(2) The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents, and to otherwise carry out its obligations thereunder. The execution and delivery of each of the Purchase Agreement, the Note and the Transaction Documents (collectively, the “Financing Documents”) by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company. Each of the Financing Documents has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors’ rights or by other equitable principles of general application.

(3) The Company has duly authorized and reserved for issuance such number of shares of its common stock, par value \$____ per share (the “Common Stock”), as are issuable upon conversion of the Notes (the “Underlying Shares”) assuming conversion of the Notes in full on the date hereof, all as required pursuant to the Notes and the Purchase Agreement. The Notes are validly issued, fully paid and non-assessable. The Underlying Shares, when issued pursuant to the terms of the Notes and the Purchase Agreement, will be validly issued, fully paid and non-assessable.

(4) No shares of the Common Stock are entitled to preemptive or similar rights. To our knowledge, except as specifically disclosed in Schedule 3.1(c) to the Purchase Agreement, there are no outstanding options, warrants, script rights to subscribe to, registration rights, calls or commitments of any character whatsoever relating to, or, except as a result of the purchase and sale of the Notes and the Warrant, securities, rights or obligations convertible into or exchangeable for, or giving any person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings, or arrangements by which the Company is or may become bound to issue additional shares of Common Stock, or securities or rights convertible or exchangeable into shares of Common Stock, except as otherwise provided in the Purchase Agreement.

(5) To our knowledge, other than the Required Approvals, the Company is not required to obtain any consent, waiver, authorization or order of, or make any filing or registration with, any court of other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of the Financing Documents.

(6) The execution and delivery of the Financing Documents by the Company and its performance of and compliance with the terms of the Financing Documents, including, without limitation, the issuance of the Notes, do not, and will not, violate any provision of the Certificate of Incorporation or the By-Laws or, to our knowledge, any provision of any applicable federal or

state law, rule or regulation. To our knowledge, except as disclosed in Schedule 3.1(e) to the Purchase Agreement, the execution, delivery and performance of and compliance with the Financing Documents, and the issuance of the Notes have not resulted, and will not result, nor will the issuance of any Underlying Shares result, in any violation of, or constitute a default under (or an event which with the passage of time or the giving of notice or both would constitute a default under), any contract, agreement, instrument, judgment or decree binding upon the Company and known to us which, individually or in the aggregate, would have a material adverse effect on the business or financial condition of the Company and its Subsidiary. To the best of our knowledge, the business of the Company and its Subsidiaries is not being conducted in violation of any law, ordinance or regulation of any governmental authority the result of which would have a material adverse effect on the business of the Company.

(7) Assuming the accuracy of the representations and warranties of the Company set forth in Section 3.1 of the Purchase Agreement and of the Purchaser set forth in Section 3.2 of the Purchase Agreement, the offer, issuance and sale of the Notes pursuant to the Purchase Agreement and the offer, issuance and sale of the Underlying Shares, if any, will be, exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), by reason of Rule 506 of Regulation D promulgated under Section 4(2) of the Securities Act.

These opinions are limited to the matters expressly stated herein and are rendered solely for your benefit and may not be quoted or relied upon for any other purpose or by any other person.

The opinions expressed herein are subject to the following assumptions, limitations, qualifications and exceptions:

(a) We have assumed that the Purchaser subscribing to the Financing Documents has the legal right, capacity and power to enter into and perform all of its obligations under each of the Financing Documents. Furthermore, we have assumed the due authorization by the Purchaser of all requisite action and the due execution and delivery of the Financing Documents and that the Financing Documents are the valid and binding agreements of the Purchaser enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights or by other equitable principles of general application.

(b) Our opinions on the binding effect and enforceability of any obligation are subject to limitations resulting from the effects of (i) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, arrangement and assignment for the benefit of creditors laws and similar laws or judicially developed doctrines, and (ii) general principles of equity, whether applied by a court of law or equity.

(c) We disclaim any opinion as to (i) the validity or enforceability under federal securities laws of any indemnification and contribution provisions of the Financing Documents or any other documents, (ii) any provisions in any documents which purport to waive

any procedural due process rights, and (iii) any provisions relating to choice of governing law, which choice may depend upon factual circumstances and the laws of other jurisdictions.

(d) Enforcement of your rights and remedies may be limited by laws and judicial decisions which have imposed duties and standards of conduct (including, without limitation, obligations of good faith, fair dealing and reasonableness), and in this regard we have assumed that you will exercise your rights and remedies under the Financing Documents, to the extent required by such laws and judicial decisions, in good faith and in circumstances and a manner which are commercially reasonable.

(e) Requirements set forth in any of the Financing Documents to the effect that any provision thereof may be waived only in writing may not be valid, binding or enforceable to the extent that an oral agreement or an implied agreement by practice or course of conduct modifying such requirements has been or may be created.

(f) We express no opinion as to the enforceability of any remedies provided for under any of the Financing Documents to the extent such remedies would have the effect of compensating the party entitled to the benefit of such remedies in amounts in excess of the actual loss suffered by such party.

(g) Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual current knowledge of partners and associates of Warner & Associates P.L.L.C. who have had substantive involvement in the representation of the Company in connection with this transaction. We have not undertaken any independent investigation to determine the existence or absence of such facts (and have not caused to be made any review of any court files or indices) and no inferences as to our knowledge concerning such facts should be drawn from the fact that such representation has been undertaken by us.

(h) Our opinions are limited to the matters expressly set forth herein and to laws and facts existing on the date hereof and no opinion is to be implied or inferred beyond the matters expressly so stated.

(i) Our examination of law relevant to the matters covered by this opinion is limited to the laws of the state of Texas, the general corporation laws of the state of Texas and the federal law of the United States, and we express no opinion as to the effect on the matters covered by this opinion of the laws of any other jurisdiction. To the extent that the governing law with respect to any matters covered by this opinion is the law of any jurisdiction other than the state of Texas or federal law of the United States, we have assumed that the law of such other jurisdiction is identical to Texas law. We express no opinion as to the effect on the transactions described herein, in the Financing Documents and in the other agreements and materials referred to herein of the laws of any jurisdiction other than the state of Texas and the federal law of the United States. We do not purport to be experts on the laws of any other state of the United States or the jurisdiction of any foreign country.

(j) In furnishing the opinion regarding the valid existence and good standing of the Company and its Subsidiaries and the qualification of the Company and its Subsidiaries to do business, we have relied solely upon the good standing certificates attached to this letter.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

Very truly yours,

Warner & Associates, P.L.L.C.

By: _____

