

(iv) take possession or control of any proceeds of the sale or other transfer of the Collateral and apply them to the Obligations as provided in the Notes and the Amended and Restated Limited Liability Company Agreement of the Company, dated March 5, 2004, between the Company and the parties thereto (the “Limited Liability Company Agreement”); and

(v) exercise any and all other rights or remedies provided to Secured Parties by law, including, without limitation, the rights and remedies of a secured party under the UCC.

9. Rights of Sale.

(a) Upon the occurrence of an Event of Default the Agent may, at its option, or at the written request of the Required Secured Parties shall, sell and dispose of the Collateral at one or more public or private sales upon giving Pledgors not less than 10 days’ prior written notice of the time and place of each such public sale (or such longer period of time as may be required as a minimum therefor under the UCC), or the time, place, terms and conditions of each such private sale, which notice or notices Pledgors hereby agree are commercially reasonable within the meaning of the UCC, provided that the sale of any FCC license is subject to the FCC Rules.

(b) The Agent, on its own behalf and on behalf of the other Secured Parties, the Secured Parties, any Affiliate of the foregoing, or such other party which is the highest bidder, shall have the right to purchase the Collateral being offered at any public or private sale free from any right of redemption, if any, in Pledgors, which right of redemption is hereby expressly waived. The Agent shall have the right to apply the net proceeds of any such public or private sale (after paying the costs and expenses of every kind and nature incidental thereto including, without limitation, attorney’s fees and expenses and the expenses incidental to preparing for sale, selling and the like), to payment of the Obligations in accordance with the terms of the Notes and the Limited Liability Company Agreement.

(c) Pledgors recognize that the Agent may be unable to effect a public sale of all or a part of the Collateral and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Pledgors acknowledge that any such private sales may be at prices and on terms less favorable to such Pledgors than those of public sales, and agrees that such private sales shall be deemed to have been made in a commercially reasonable manner.

(d) The Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the security interests granted herein and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The Pledgors shall remain liable for any deficiency.

(e) For the purpose of enforcing any and all rights and remedies under this Agreement, the Agent may, to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any Collateral is or may be

located and, without charge or liability to the Agent, seize and remove such Collateral from such premises. Furthermore, the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Pledgor in, to and under any licenses and take or refrain from taking any action under any thereof, and each Pledgor hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for the Agent's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction.

(f) Beyond reasonable care in the custody thereof, the Agent shall have no duty as to any Collateral of any Pledgor in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Agent shall be deemed to have exercised reasonable care in the custody of the Collateral of the Pledgors in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and the Agent shall not be liable or responsible for any loss or damage to any of the Pledgors' Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Agent in good faith.

10. **Appointment of Agent.**

(a) Each Secured Party irrevocably appoints PABT as the Agent and authorizes it to take such actions on such Secured Party's behalf and to exercise such powers as are delegated to the Agent under this Agreement, the Notes and the other Transaction Documents, together with all such actions and powers that are reasonably incidental thereto, including, without limitation, the execution on behalf of all Secured Parties of all financing statements. The Agent may perform any of its duties hereunder or under the other Transaction Documents by or through any one or more sub-agents or attorneys-in-fact appointed by the Agent, and the exculpatory provisions set forth in this Section 10 shall apply to any such sub-agent or attorney-in-fact of the Agent.

(b) The Agent shall not have any duties or obligations except those expressly set forth in this Agreement, the Notes and the other Transaction Documents. Without limiting the generality of the foregoing, (a) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and (b) the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except those discretionary rights and powers expressly contemplated by this Agreement, the Notes and the Transaction Documents that the Agent is required to exercise at the written direction of the Required Secured Parties. The Agent shall not be liable for any action taken or not taken by it, its sub-agents or attorneys-in-fact with the consent or at the request of the Required Secured Parties or in the absence of its own gross negligence or willful misconduct. The Agent shall not be responsible for the negligence or misconduct of any sub-agents or attorneys-in-fact. The Agent shall not be deemed to have knowledge of any Event of Default unless and until written notice thereof (which notice shall include an express reference to such event being an "Event of Default" hereunder) is given to the Agent by any Pledgor or any Secured Party, and the Agent

shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, the Notes or any other Transaction Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements, or other terms and conditions set forth in this Agreement, the Notes or any Transaction Document, or (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, the Notes or any Transaction Document or any other agreement, instrument or document.

(c) Each of the Secured Parties acknowledges that it has, independently and without reliance upon the Agent or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement, the Notes and the Transaction Documents. Each of the Secured Parties also acknowledges that it will, independently and without reliance upon the Agent or any other Secured Party and based on such documents and information as it has deemed appropriate, continue to make its own decisions in taking or not taking of any action under or based on this Agreement, the Notes, any Transaction Document, any related agreement or any document furnished hereunder or thereunder.

(d) If the Agent shall request instructions from the Required Secured Parties with respect to any action or actions (including the failure to act) in connection with this Agreement, the Agent shall be entitled to refrain from such act or taking such act, unless and until it shall have received instructions from such Required Secured Parties; and the Agent shall not incur liability to any person by reason of so refraining. Without limiting the foregoing, no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder in accordance with the instructions of the Required Secured Parties where required by the terms of this Agreement, the Notes or any Transaction Document.

(e) The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or made by the proper person. The Agent may also rely upon any statement made to it orally or by telephone and believed by it to be made by the proper person and shall not incur any liability for relying thereon. The Agent may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of such counsel, accountants or experts.

(f) The Agent shall have the same rights and powers under this Agreement, the Notes and any other Transaction Document in its capacity as a Secured Party as any other Secured Party and may exercise or refrain from exercising the same as though it were not the Agent; and the terms "Secured Parties," "Required Secured Parties," "holders of Notes," or any similar terms shall, unless the context clearly otherwise indicates, include the Agent in its individual capacity.

(g) The Agent may resign at any time by giving notice thereof to the other Secured Parties and the Pledgors. Upon any such resignation, the Required Secured Parties shall

have the right to appoint a successor Agent. If no successor Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Agent gives notice of resignation, then the retiring Agent may, on behalf of the Secured Parties, appoint a successor Agent. Upon the acceptance of its appointment as the Agent hereunder by a successor, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement, the Notes and the other Transaction Documents. If within 30 days after written notice is given of the retiring Agent's resignation under this subsection, no successor Agent shall have been appointed and shall have accepted such appointment, then on such 30th day, the Required Secured Parties shall thereafter perform all duties of the retiring Agent under this Agreement, the Notes and the Transaction Documents until such time as the Required Secured Parties appoint a successor Agent as provided above. After any retiring Agent's resignation hereunder, the provisions of this Section 10 shall continue in effect for the benefit of such retiring Agent and its representatives and agents in respect of any actions taken or not taken by any of them while it was serving as the Agent.

11. **Expenses.** The Pledgors shall be responsible for all reasonable costs and expenses (including, but not limited to, the Agent's and/or the Secured Parties' reasonable attorneys' fees and disbursements, and transfer, recording and filing fees, taxes and other charges) of, or incidental to or in any way relating to the creation or perfection of the lien and security interest granted or intended to be granted hereby under this Agreement or the administration of the Collateral, or incidental to or in any way relating to the enforcement of this Agreement, the Notes or any other Transaction Document in connection with, relating to or arising out of any Event of Default, including, without limitation, the sale, transfer, administration, collection of or realization on the Collateral or in any way relating to the enforcement, protection or preservation of the rights or remedies of any Secured Party under this Agreement.

12. **Agent Appointed Attorney In Fact.** Upon the occurrence and during the continuance of an Event of Default, each Pledgor hereby irrevocably constitutes and appoints the Agent as such Pledgor's true and lawful attorney in fact, with full power of substitution, to execute, acknowledge and deliver any instruments and to exercise and enforce every right, power, remedy, option and privilege of such Pledgor with respect to the Collateral, and do in the name, place and stead of such Pledgor, all such acts, things and deeds for and on behalf of and in the name of such Pledgor, which such Pledgor could or might do or which the Agent may deem necessary or desirable to more fully vest in Secured Parties the rights and remedies provided for herein and to accomplish the purposes of this Agreement, *provided that* such appointment shall be subject to the FCC Rules with respect to any FCC license, and to the extent not permissible thereunder, the Company shall continue to control such license and hold the benefits of such license in trust for the benefit of the Secured Parties. The foregoing powers of attorney are irrevocable and coupled with an interest. Upon the occurrence of an Event of Default, the Agent may perform or cause performance of any such agreement, and any reasonable expenses of the Agent incurred in connection therewith shall be paid by the Pledgors.

13. **Termination.** This Agreement shall terminate automatically upon the complete and final satisfaction in full of all Obligations under the Notes and the release of the Pledgors thereunder by all holders of the Notes.

14. **Actions Requiring FCC Approval.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the Secured Parties will use commercially reasonable efforts to not take any action pursuant to this Agreement which would constitute or result in any assignment of any FCC license (the "**FCC License**") or any transfer of control of the holder of any FCC License if such assignment of such License or such transfer of control would require under then existing law (including the Communications Act or the FCC Rules) the prior approval of the FCC, without first obtaining such approval. The Secured Parties specifically agree that to the extent (but only to the extent) required by the Communications Act (i) even after an Event of Default shall have occurred and be continuing, voting rights with respect to the Pledged Interests will remain with the Pledgors until any and all required approvals of the FCC shall have been obtained to the transfer of such voting rights, (ii) after an Event of Default and a foreclosure on the Collateral by the Secured Parties, there will be either a private or public sale of the Collateral, and (iii) pursuant to Section 310(d) of the Communications Act, prior to the exercise of any stockholder rights by a purchaser at such a sale, the prior consent of the FCC will be obtained to such exercise. In connection with this Section 14, the Secured Parties shall be entitled to rely upon the advice of FCC counsel of the Secured Parties' choice with respect to such assignment or transfer (including to determine whether any such assignment or transfer has occurred or will occur and whether or not prior approval of the FCC is required) whether or not the advice rendered is ultimately determined to have been accurate. To the extent that such an opinion is requested and is rendered in written form, a copy of same will be delivered by the Secured Parties to the Pledgors (although failure to do so will not result in any liability to any Secured Party or otherwise affect any remedy exercised or to be exercised hereunder).

(b) If an Event of Default shall have occurred and be continuing, the Pledgors shall take any action which the Agent may request in the exercise of its rights and remedies on behalf of itself and the Secured Parties under this Agreement in order to transfer or assign the Collateral to the Agent on behalf of itself and the Secured Parties or to such one or more third parties as the Required Secured Parties may designate, or to a combination of the foregoing. To enforce the provisions of this Section 14, after an Event of Default shall have occurred, the Agent on behalf of itself and the Secured Parties is empowered to request, and each Pledgor authorizes, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other governmental authority) such consent or approval as may be required by the Communications Act and the FCC Rules or other applicable law for any assignment of the assets of or transfer of control of any or all of the FCC Licenses or of any entity whose stock is subject to this Agreement to the extent required for such trustee or receiver to assume such control for the purpose of seeking a bona fide purchaser to whom such FCC Licenses will be assigned or control of such entity ultimately will be transferred. Each Pledgor agrees, at such Pledgor's own cost and expense, to cooperate with any such trustee or receiver, or at such trustee's or receiver's direction, a bona-fide purchaser and with the Secured Parties in the preparation, execution and filing of any

applications and other documents and providing any information that may be reasonably necessary or helpful in obtaining the FCC's consent to the assignment or transfer to such trustee or receiver, or at such trustee's or receiver's direction, such purchaser of the Collateral or any of the FCC Licenses. To the fullest extent permitted by applicable law, each Pledgor hereby agrees to consent to and authorize any such transfer of control upon the request of the Secured Parties after the occurrence of an Event of Default and, without limiting any rights of the Secured Parties under this Agreement, to authorize the Secured Parties to nominate a trustee or receiver to assume control of the Collateral, subject only to any required consents, approvals or orders of courts of competent jurisdiction, the FCC or other governmental authorities, for the purpose of effectuating the transactions contemplated in this Section 14(b). Such trustee or receiver shall have all the rights and powers as provided to it by law, court order or the Secured Parties under this Agreement.

(c) Each Pledgor shall use its best efforts to assist in obtaining consent or approval of the FCC, any court and any other governmental authority, if required, for any action or transactions contemplated by this Agreement, including, without limitation, the preparation, execution and filing with the FCC of the transferor's or assignor's portion of any application or applications for consent to the transfer of control or assignment necessary or appropriate under the FCC's policies, rules and regulations for approval of the transfer or assignment of all or any portion of the Collateral.

(d) Each Pledgor hereby acknowledges and agrees that the FCC Licenses are unique assets and that a violation of such Pledgor's covenant to cooperate with respect to the obtainment of any regulatory consents would result in irreparable harm to the Secured Parties for which monetary damages are not readily ascertainable. Each Pledgor further agrees that, because of the unique nature of its undertakings in this Section 14, the same may be specifically enforced, and such Pledgor hereby waives, and agrees to waive, any claim or defense that the Secured Parties would have an adequate remedy at law for the breach of such undertakings and any requirement for the posting of bond or other certificate.

(e) Without limiting the obligations of any Pledgor hereunder in any respect, each Pledgor further agrees that if such Pledgor, upon or after the occurrence of an Event of Default, should fail or refuse to execute any application or other document necessary or appropriate to obtain any governmental consent necessary or appropriate for the exercise of any right of the Secured Parties hereunder, such Pledgor agrees that, to the full extent permitted by the Communications Act and the FCC Rules, such application or other document may be executed on such Pledgor's behalf by the clerk of any court or other forum in any competent jurisdiction without notice to such Pledgor.

(f) This Section 14 shall not limit any other rights or remedies of the Secured Parties available under applicable law including, without limitation, the Communications Act and the FCC Rules.

15. **Notice.** Whenever any notice or other communication is required or permitted to be given under any provision of this Agreement, such notice or other communication shall be in writing, signed by or on behalf of the person giving the notice or other communication, and shall be deemed to have been given on the earlier to occur of (i) the date of the actual delivery, (ii) if

mailed, three (3) business days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, (iii) if sent with a nationally recognized overnight courier services, fees prepaid, the first business day following receipt of the notice by the courier service for delivery or (iv) if by facsimile, on the day of such facsimile (provided the sender receives a facsimile confirmation and sends a copy of such notice by a nationally recognized overnight courier service or hand delivery) to the addresses set forth on the signature pages hereto, provided that any party may change its address for notices by giving written notice to the other parties as provided in this section. If a notice is sent to any Pledgor, a copy (which shall not constitute notice) shall be sent to:

Akerman Senterfitt
One S.E. Third Avenue, Suite 2800
Miami, Florida 33131
Attention: Teddy D. Klinghoffer, Esq.
Telephone: (305) 374-5600
Facsimile: (305) 374-5095

If a notice is sent to the Agent or any Secured Party, a copy (which shall not constitute notice) shall be sent to:

Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Attention: Ira N. Rosner, Esq.
Telephone: (305) 579-0500
Facsimile: (305) 579-0717

16. **Miscellaneous.**

(a) This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement (together with the Notes and the other Transaction Documents) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and communications between any or all of such parties relating to said subject matter. None of the terms or provisions of this Agreement may be waived, altered, modified, supplemented, changed or amended except by an instrument in writing, duly executed by each Secured Party and each Pledgor, and then only to the extent specifically set forth therein.

(b) THIS AGREEMENT SHALL BE ENFORCED, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITH SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS WHICH WOULD RESULT IN THE APPLICATION OF ANOTHER STATE'S LAW. THE PARTIES HERETO HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, THE AGREEMENTS ENTERED INTO IN CONNECTION HEREWITH OR THE

CONTEMPLATED HEREBY OR THEREBY. ALL PARTIES IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT OR PROCEEDING. ALL PARTIES FURTHER AGREE THAT SERVICE OF PROCESS UPON A PARTY MAILED BY FIRST CLASS MAIL SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON THE PARTY IN ANY SUCH SUIT OR PROCEEDING. NOTHING HEREIN SHALL AFFECT ANY PARTY'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. ALL PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON SUCH JUDGMENT OR IN ANY OTHER LAWFUL MANNER.

(c) No course of dealing between any Pledgor and any Secured Party, nor any failure to exercise, nor any delay in exercising, any right, power or privilege of the Agent or any Secured Party hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(d) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or invalidate or otherwise affect any other clause or provision in this Agreement in any jurisdiction.

(e) This Agreement may be executed in any number of counterparts and each such duplicate original shall be deemed to be an original.

(f) The Pledgors and the Secured Parties and their respective legal counsel actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, this Agreement shall not be construed unfavorably toward a party or parties on the ground that the party or parties or their legal counsel was the draftsman thereof.

(g) The rights and remedies provided herein and in all other agreements, instruments and documents delivered pursuant to or in connection with the Obligations are cumulative and are in addition to and not exclusive of any rights or remedies provided by law, including, without limitation, the rights and remedies of a secured party under the UCC.

(h) All nouns and pronouns contained in this Agreement shall mean and include the plural as well as the singular, and the masculine, feminine and neuter gender whenever and wherever the context so admits or requires.

(i) Each Subsidiary of the Company that was not in existence and each member of the Company admitted after the date of this Agreement is required to enter into this Agreement as a Pledgor upon becoming such a Subsidiary or member with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any instrument adding an additional Pledgor as a party to this Agreement shall not require the consent of any

other Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

(j) EACH PLEDGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PLEDGOR MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY NOTE OR ANY OTHER TRANSACTION DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH PLEDGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTIES TO ENTER INTO THIS AGREEMENT AND AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

(k) Subordination. If following the issuance of the Notes, the Company secures a loan in an amount of up to \$11 million (which will be a loan with no equity features, the "Credit Facility") from a nationally recognized financial institution, then the Secured Parties have agreed to enter into an appropriate subordination agreement to the extent necessary to facilitate the entry into such Credit Facility.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Pledgors and the Secured Parties have executed this instrument as of the date first above written.

PLEDGORS:

BELA LLC

By: _____
Name: _____
Title: _____
Pledged Interest: _____
State of Organization: Florida
Taxpayer Identification Number:
Address: _____

STAR STUDIOS, LLC

By: _____
Name: _____
Title: _____
Pledged Interest: 51%
State of Organization:
Taxpayer Identification Number:
Address: _____

CRANSTON, LLC

By: _____
Name: _____
Title: _____
Pledged Interest: 44%
State of Organization:
Taxpayer Identification Number:
Address: _____

Matthew L. Leibowitz
Pledged Interest: 5%
Taxpayer Identification Number:
Address: _____

SECURED PARTIES:

PAN ATLANTIC BANK & TRUST, LTD.

By: _____
Name: Anscele Payne
Title: Managing Director
Address: Musson Building, 3rd Floor
Hincks Street
P.O. Box 982
Bridgetown, Barbados, West Indies

AGENT:

PAN ATLANTIC BANK & TRUST, LTD.

By: _____
Name: Anscele Payne
Title: Managing Director
Address: Musson Building, 3rd Floor
Hincks Street
P.O. Box 982
Bridgetown, Barbados, West Indies