Exhibit 4  
  
 COMMON STOCK PURCHASE WARRANT AGREEMENT  
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 This Common Stock Purchase Warrant Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_,  
2002, by and between Ocean West Holding Corporation and Registrar and Transfer  
Company (the "Warrant Agent").  
  
 WHEREAS, the Company has determined to issue and deliver Common Stock  
Purchase Warrants (the "Warrants") entitling the holders of the Warrants to  
purchase an aggregate of 3,000,000 Common Shares of the Company;  
  
 WHEREAS, the Company desires to provide for the form and provisions of  
the Warrants, the terms upon which they will be issued and may be exercised, and  
the respective rights, limitations and immunities of the Company, the Warrant  
Agent and the holders of the Warrants; and  
  
 WHEREAS, all acts and things necessary have been done and performed to  
make the Warrant, when executed on behalf of the Company and countersigned by or  
on behalf of the Warrant Agent, as provided in this Agreement, the valid,  
binding and legal obligation of the Company, and to authorize the execution and  
delivery of this Agreement;  
  
 NOW, THEREFORE, in consideration of the mutual agreements contained  
herein, the parties hereto agree as follows:  
  
 Article I  
 Execution and Countersignature of Warrants  
  
 1.01. Execution and Countersignature of Warrants.  
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 (a) Each Warrant, whenever issued, shall be dated \_\_\_\_\_\_\_\_\_\_\_,  
shall be substantially in the form of Exhibit A attached hereto and incorporated  
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hereby, and shall be signed by, or bear the facsimile signature of, the  
President or a Vice President and of the Secretary or an Assistant Secretary of  
the Company. If any officer whose facsimile signature has been placed upon any  
Warrant ceases to be that officer before the Warrant is issued, the Warrant may  
be issued with the same effect as if the officer had not ceased to be that  
officer on the date of issuance.  
  
 (b) No Warrant may be exercised until it has been  
countersigned by the Warrant Agent. The Warrant Agent shall countersign a  
Warrant only if:  
  
 (i) the Warrant is to be issued in exchange or  
 substitution for one or more previously countersigned  
 Warrants, as provided in this Agreement, or  
  
 (ii) the Company instructs the Warrant Agent to do so.  
  
  
  
 (c) Unless and until countersigned by the Warrant Agent pursuant  
to this Agreement, a Warrant is invalid and of no effect.  
  
 Article II  
 Warrant Price, Duration and Exercise of Warrants  
  
 2.01. Warrant Price. Each Warrant, when countersigned by the Warrant  
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Agent, shall entitle the holder of the Warrant, subject to the provisions of  
this Agreement, to purchase from the Company the number of Common Shares stated  
in the Warrant at the price of one dollar and twenty-five cents ($1.25) per  
share, subject to the adjustments provided in Article III of this Agreement. The  
Warrant Price as used herein shall refer to the price per share at which Common  
Shares may be purchased at the time a Warrant is exercised.  
  
 2.02. Duration of Warrants. Warrants may be exercised only on or  
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before a date that is ten (10) months after the date of the Warrants (the  
"Expiration Date"). Notwithstanding the foregoing, if notice has been given as  
provided in Article III hereof in connection with the liquidation, dissolution  
or winding up of the Company, the Warrants shall expire at the close of business  
on the third full business day before the date specified in the notice as the  
record date for determining holders of stock entitled to receive any  
distribution upon the liquidation, dissolution or winding up; provided, however,  
that such date is at least five (5) business days after the date of the notice.  
  
 2.03. Exercise of Warrants.  
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 (a) A Warrant, when countersigned by the Warrant Agent, may be  
exercised by surrendering it at the office of the Warrant Agent in Atlanta,  
Georgia, or at the office of its successor as warrant agent, prior to the close  
of business of the Warrant Agent on the Expiration Date or such earlier date as  
may be applicable with the exercise form set forth in the Warrant duly completed  
and executed, and by paying in full, in lawful money of the United States, the  
Warrant Price for each full Common Share as to which the Warrant is exercised,  
and any applicable taxes. Notwithstanding the foregoing, the Company is only  
required to use reasonable efforts which will permit the purchase and sale of  
the Common Shares underlying the Warrants and is not required to qualify the  
Warrants or the Common Shares underlying the Warrants in any state.  
  
 (b) As soon as practicable after the exercise of any Warrant,  
the Company shall issue to, or upon the order of, the holder or holders of the  
Warrant, in whatever name or names the Warrant holder may direct, a certificate  
or certificates for the number of full Common Shares to which the holder or  
holders are entitled, registered in the name or names specified by the holder or  
holders, and, if the Warrant is not exercised in full (except with respect to a  
remaining fraction of a share), a new countersigned Warrant for the number of  
shares (including fractional shares) as to which the Warrant has not been  
exercised. All Warrants surrendered shall be canceled by the Company.  
  
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 (c) If the same holder of one or more Warrants exercises the purchase  
rights under the Warrants in the same transaction in a manner that leaves the  
right to purchase a fraction of a share unexercised, the Company shall pay a  
cash adjustment with respect to that final fraction in an amount equal to the  
same fraction of the current market price of one Common Share on the business  
day that next precedes the day of exercise reduced by the same fraction of the  
Warrant Price of one Common Share on that day. For this purpose, the current  
market price shall be the price of one Common Share on the principal stock  
exchange on which the Common Shares is traded on the next preceding business  
day, or, if no sales take place on that day or if the Common Shares are not then  
listed on a stock exchange, the average of the reported bid and asked prices on  
that day in the over-the-counter market.  
  
 (d) All Common Shares issued upon the exercise of a Warrant shall be  
duly and validly issued, fully paid and nonassessable, and the Company shall pay  
all taxes in connection with the issuance of such shares. The Company shall not  
be required to pay any tax imposed in connection with any transfer involved in  
the issuance of a certificate for Common Shares in any name other than that of  
the holder or holders of the Warrant surrendered in connection with the purchase  
of the shares. In this case the Company shall not be required to issue or  
deliver any stock certificate until the tax has been paid.  
  
 (e) Each person in whose name any certificate for Common Shares is  
issued shall be deemed to have become the holder of record of the shares on the  
date on which the Warrant was surrendered and payment of the Warrant Price and  
any applicable taxes was made, irrespective of the date of delivery of the  
certificate, except that, if the date of surrender and payment is a date when  
the stock transfer books of the Company are closed, a person shall be deemed to  
have become the holder of shares at the close of business on the next succeeding  
date on which the stock transfer books are open. Except as otherwise provided in  
Article III, each person holding any shares received upon exercise of Warrants  
shall be entitled to receive only dividends or distributions which are payable  
to holders of record on or after the date on which the person is deemed to  
become the holder of record of such shares.  
  
 Article III  
 Adjustments  
  
 3.01. Stock Dividends - Split-Ups. If after the date of this Agreement,  
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and subject to the provisions of Section 3.07 hereof, the number of outstanding  
Common Shares of the Company is increased by a stock dividend payable in Common  
Shares or by a split-up of Common Shares, then, on the day following the date  
fixed for the determination of holders of Common Shares entitled to receive the  
stock dividend or split-up, the number of shares issuable on exercise of each  
Warrant shall be increased in proportion to the increase in outstanding shares  
and the then applicable Warrant Price shall be correspondingly decreased.  
  
 3.02. Aggregation of Shares. If after the date of this Agreement, and  
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subject to the provisions of Section 3.07 hereof, the number of  
outstanding Common Shares of the Company is  
  
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decreased by a combination or reclassification of Common Shares, then, after the  
effective date of the combination or reclassification, the number of Common  
Shares issuable on exercise of each Warrant shall be decreased in proportion to  
the decrease in outstanding Common Shares and the then applicable Warrant Price  
shall be correspondingly increased.  
  
 3.03. Special Stock Dividends. If after the date of this Agreement, and  
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subject to the provisions of Section 3.07 hereof, shares of any class of stock  
of the Company (other than Common Shares) are issued by way of a stock dividend  
on outstanding Common Shares, then, commencing with the day following the date  
fixed for the determination of holders of Common Shares entitled to receive the  
stock dividend, in addition to any Common Share receivable upon exercise of the  
Warrants, the Warrant holders upon exercise of the Warrants shall be entitled to  
receive, as nearly as practicable, the same number of shares of dividend stock,  
plus any shares issued upon any subsequent change, replacement, subdivision or  
combination of the stock dividend, to which the holders would have been entitled  
if their Warrants would have been exercised immediately prior to the stock  
dividend. No adjustment in the Warrant Price shall be made merely by virtue of  
the happening of any event specified in this Section 3.03.  
  
 3.04. Reorganization, Etc. If after the date of this Agreement any  
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capital reorganization or reclassification of the Common Shares of the Company,  
or consolidation or merger of the Company with another corporation, or sale of  
all or substantially all of its assets to another corporation is effective,  
then, as a condition of the reorganization, reclassification, consolidation,  
merger or sale, lawful and fair provision shall be made whereby the Warrant  
holders after the transaction shall have the right to purchase and receive, upon  
the basis and upon the terms and conditions specified in the Warrants and in  
lieu of the Common Shares of the Company purchasable and receivable immediately  
prior to the transaction upon the exercise of the rights represented by the  
Warrants, the shares of stock, securities or assets that may be issued or  
payable with respect to or in exchange for a number of outstanding Common Shares  
equal to the number of Common Shares purchasable and receivable immediately  
prior to the transaction upon the exercise of the rights represented by the  
Warrants if the reorganization, reclassification, consolidation, merger or sale  
had not taken place. Appropriate provisions shall be made in connection with a  
reorganization, reclassification, consolidation, merger or sale with respect to  
the rights and interests of the Warrant holders to the end that the provision of  
this Agreement (including, without limitation, provisions for adjustments of the  
Warrant Price and of the number of shares purchasable upon exercise of the  
Warrants) shall immediately after the transaction be applicable as nearly as  
possible to any shares of stock, securities or assets deliverable immediately  
after the transaction upon the exercise of the Warrants. The Company shall not  
effect any consolidation, merger or sale unless, prior to the consummation of  
the transaction, the successor corporation (if other than the Company) resulting  
from the consolidation or merger, or the corporation purchasing the assets,  
assumes by written instrument executed and delivered to the Warrant Agent the  
obligation to deliver to the Warrant holders the shares of stock, securities or  
assets in accordance with the foregoing provisions that the holders may be  
entitled to purchase.  
  
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 3.05. Notice of Change in Warrant. Upon any adjustment of the  
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Warrant Price or the number of shares issuable on exercise of a Warrant, then  
and in each case the Company shall give written notice of the adjustment to the  
Warrant Agent. The notice shall state the Warrant Price resulting from the  
adjustment and the increase or decrease, if any, in the number of shares  
purchasable at that price upon exercise of a Warrant, setting forth in  
reasonable detail the method of calculation and the facts upon which the  
calculation is based. The Company shall mail or cause to be mailed to each  
holder of Warrants at the address registered with the Company, a notice setting  
forth such change or adjustment. Failure to file a statement or to give notice,  
or any defect in a statement or notice, shall not affect the legality or  
validity of the changes or adjustments.  
  
 3.06. Other Notices. In case at any time:  
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 (a) the Company pays any dividends payable in stock upon its  
Common Shares or makes any distributions (other than regular cash dividends) to  
the holders of its Common Shares;  
  
 (b) the Company offers for subscription pro rata to the  
holders of its Common Shares any additional shares of stock of any class or any  
other rights;  
  
 (c) there is a capital reorganization, a classification of the  
capital stock of the Company or a consolidation or merger of the Company with,  
or a sale of all or substantially all of its assets to, another corporation; or  
  
 (d) there is a voluntary or involuntary dissolution,  
liquidation or winding up of the Company;  
  
then, in any one or more of these cases, the Company shall give written notice  
in the manner set forth in Section 3.05 of this Agreement of the date on which  
(i) the books of the Company close or a record is taken for the dividend,  
distribution or subscription rights, or (ii) the reorganization,  
reclassification, consolidation, merger, sale, dissolution, liquidation or  
winding up takes place. The notice also shall specify the date as of which the  
holders of record of Common Shares shall participate in dividend, distribution  
or subscription rights, or shall be entitled to exchange their Common Shares for  
securities or other property deliverable upon the reorganization,  
reclassification, consolidation, merger, sale, dissolution, liquidation or  
winding up. The notice shall be given and published at least twenty (20) days  
prior to the transaction in question and not less than twenty (20) days prior to  
the record date or the date on which the Company's transfer books are closed  
with respect to the transaction. Failure to give or publish the notice, or any  
defect in the notice, shall not affect the legality or validity of any  
transaction covered or to be covered in the notice.  
  
 3.07. Limitation on Fractions. Notwithstanding anything in Sections  
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3.01 or 3.02 hereof to the contrary, cumulative adjustments in the number of  
shares issuable upon exercise of Warrants shall be made only to the nearest  
multiple of one-tenth (1/10) of a share, i.e., fractions of less than  
five-hundredths (5/100) of a share shall be disregarded and fractions of  
five-hundredths (5/100) of a share or more shall be treated as being one-tenth  
(1/10) of a share.  
  
  
  
 3.08. Form of Warrant. The form of Warrant need not be changed due to  
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any change pursuant to this article, and Warrants issued after a change may  
state the same Warrant Price and the same number of shares as is stated in the  
Warrants initially issued pursuant hereto. However, at any time in its sole  
discretion, the Company may make any change in the form of Warrant that it may  
deem appropriate and that does not affect the substance of the Warrants. Any  
Warrant subsequently issued and countersigned, whether in exchange or  
substitution for an outstanding Warrant or otherwise, may be in the form as so  
changed.  
  
 Article IV  
 Other Provisions Relating to Rights of Holders of Warrants  
  
 4.01. No Rights as Stockholder Conferred by Warrants. A Warrant does  
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not entitle its holder to any of the rights of a stockholder of the Company.  
  
 4.02. Lost, Stolen, Mutilated or Destroyed Warrants. If any Warrant is  
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lost, stolen, mutilated or destroyed, the Company and the Warrant Agent may  
issue a new Warrant of like denomination, tenor and date as the Warrant so lost,  
stolen, mutilated or destroyed. Any such issuance of a new Warrant shall be on  
whatever terms and conditions with respect to indemnity or otherwise that the  
Company and Warrant Agent may in their sole discretion impose (which shall, in  
the case of a mutilated Warrant, include the surrender of the Warrant). Any new  
Warrant shall constitute an original contractual obligation of the Company,  
regardless of whether the allegedly lost, stolen, mutilated or destroyed Warrant  
is at any time enforceable by anyone.  
  
 4.03. Reservation of Common Shares. The Company shall at all times  
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reserve and keep available the number of its authorized but unissued Common  
Shares which is sufficient to permit the exercise in full of all outstanding  
Warrants. If at any time the number of authorized but unissued Common Shares is  
not sufficient for these purposes, the Company shall take such corporate action  
as, in the opinion of counsel, may be necessary to increase its authorized but  
unissued shares to the number of shares sufficient for these purposes. The  
Warrants, and the Common Shares issuable upon exercise of the Warrants, have  
been registered under the Securities Act of 1933, as amended.  
  
 Article V  
 Ownership and Transfer of Warrants  
  
 5.01. Ownership of Warrants. Warrants issued pursuant to this Agreement  
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shall be treated as owned only by the holder of record as determined by the  
Warrant Agent.  
  
 5.02. Transfer of Warrants. After countersignature by the Warrant Agent  
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in accordance with the provisions of this Agreement, one or more Warrants may be  
surrendered to the Warrant Agent for transfer and, upon their cancellation, the  
Warrant Agent shall countersign and deliver in exchange one or more new  
Warrants, as requested by the holder of the canceled Warrant or Warrants, for  
purchase of the same aggregate number of shares as were evidenced by or  
applicable  
  
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to the Warrant or Warrants so canceled. The Company shall give notice to the  
registered holders of the Warrants of any change in the address, or in the  
designation, of the Warrant Agent.  
  
 Article VI  
 Warrant Agent  
  
 6.01. Resignation, Consolidation or Merger of Warrant Agent.  
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 (a) The Warrant Agent, or any successor, may resign its duties and be  
discharged from all further duties and liabilities hereunder after giving sixty  
(60) days notice in writing to the Company, except that shorter notice may be  
given if the Company, in writing, accepts such shorter notice as sufficient. If  
the office of Warrant Agent becomes vacant by resignation or incapacity to act  
or otherwise, the Company shall appoint in writing a successor Warrant Agent in  
place of the Warrant Agent.  
  
 (b) If the Company fails to make an appointment within sixty (60)  
days after it has been notified in writing of a resignation or an incapacity by  
the resigning or incapacitated Warrant Agent or by the holder of a Warrant (who  
must, with any notice, submit the Warrant for inspection by the Company), then  
the holder of any Warrant may apply to any court of competent jurisdiction for  
the appointment of a successor Warrant Agent. Any successor Warrant Agent,  
whether appointed by the Company or by a court, must be a corporation organized,  
doing business and in good standing under the laws of the United States of  
America or of any State, authorized under the laws under which it is governed to  
exercise corporate trust powers, be subject to supervision or examination by  
federal or state authorities, and have a combined capital and surplus of not  
less than $5,000,000. The combined capital and surplus of any successor Warrant  
Agent shall be deemed to be the combined capital and surplus set forth in the  
most recent report of its condition published prior to its appointment, provided  
that these reports are published at least annually pursuant to law or to the  
requirements of a federal or state supervision or examining authority.  
  
 (c) After appointment, any successor Warrant Agent shall be vested  
with all the authorities, powers, rights, immunities, duties and obligations of  
its predecessor Warrant Agent with like effect as if originally named as Warrant  
Agent under this Agreement without any further act or deed. However, if for any  
reason it becomes necessary or appropriate, the predecessor Warrant Agent shall  
execute and deliver, at the Company's expense, an instrument transferring to a  
successor Warrant Agent all the authority, powers, rights, immunities, duties  
and obligations of a Warrant Agent hereunder. Not later than the effective date  
of any appointment the Company shall give notice of the appointment to the  
predecessor Warrant Agent to each transfer agent for its Common Shares and to  
the registered holders of the Warrants. Failure to give notice, or any defect in  
a notice, shall not affect the validity of the appointment of a successor  
Warrant Agent.  
  
 (d) Any corporation into which the Warrant Agent may be merged or  
with which it may be consolidated or any corporation resulting from any merger  
or consolidation to which the  
  
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Warrant Agent is a party shall be the successor Warrant Agent under this  
Agreement without any further act.  
  
 6.02. Fees and Expenses of Warrant Agent. The Company shall (a) pay  
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the Warrant Agent reasonable remuneration for its services as Warrant Agent  
hereunder and reimburse the Warrant Agent upon demand for all expenditures that  
it may reasonably incur in the execution of its duties hereunder, for example  
and not by way of limitation, including the cost of legal counsel utilized by  
Warrant Agent pursuant to Section 6.03(a) hereof; and (b) perform, execute,  
acknowledge and deliver or cause to be performed, executed, acknowledged and  
delivered all further and other acts, instruments and assurances that reasonably  
may be required by the Warrant Agent to carry out or perform this Agreement.  
  
 6.03. Additional Provisions.  
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 (a) The Warrant Agent may consult with legal counsel (who  
may be legal counsel for the Company) and the opinion of legal counsel shall be  
full and complete authorization and protection to the Warrant Agent with respect  
to any action taken or omitted by it in good faith and in accordance with the  
opinion.  
  
 (b) Whenever in the performance of its duties under this  
Agreement the Warrant Agent deems it necessary or desirable that any fact or  
matter be proved or established by the Company prior to taking or suffering any  
action hereunder, the fact or matter (unless other evidence with respect thereto  
is specifically prescribed in this Agreement) may be deemed to be conclusively  
proved and established by a statement signed by the President or a Vice  
President or the Treasurer or an Assistant Treasurer or the Controller or the  
Secretary of the Company and delivered to the Warrant Agent. However, in its  
discretion, the Warrant Agent may in lieu of a signed statement accept other  
evidence of a fact or matter or may require further or additional evidence that  
to it may seem reasonable.  
  
 (c) The Warrant Agent shall be liable hereunder only for 8  
its own negligence or willful misconduct.  
  
 (d) The Warrant Agent shall not be liable for or by reason  
of any of the statements of fact or recital contained in this Agreement or in  
the Warrants (except its countersignature of the Warrants) or be required to  
verify the statements or recitals, and all of these statements and recitals are  
and shall be deemed to have been made only by the Company.  
  
 (e) The Warrant Agent shall not be responsible for (i) the  
validity of this Agreement, (ii) the execution and delivery of this Agreement or  
the validity and execution of any Warrants (except its countersignature or  
execution of the Warrants), (iii) any breach by the Company of any covenant or  
condition contained herein or in any Warrant, (iv) the making of any adjustment  
required by Article III of this Agreement or (v) the manner, method or amount of  
any adjustment or the ascertaining of the existence of facts that would require  
any adjustment. The Warrant Agent also,  
  
  
  
  
by any act under or pursuant hereto, shall not be deemed to  
make any representation or warranty as to the authorization or reservation of  
any Common Shares to be issued pursuant hereto, as to any Warrant or as to  
whether, when issued, Common Shares shall be duly and validly issued, fully paid  
and nonassessable.  
  
 6.04. Acceptance of Agency. The Warrant Agent hereby accepts the agency  
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established by this Agreement and agrees to perform this Agreement upon the  
terms and conditions set forth herein. Among other things, the Warrant Agent  
shall account promptly to the Company with respect to Warrants exercised and  
concurrently pay to the Company all moneys received by it for the purchase of  
Common Shares through the exercise of Warrants.  
  
 Article VII  
 Other Matters  
  
 7.01. Payment of Taxes. The Company shall from time to time promptly  
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pay all taxes and charges that may be imposed upon the Company or the Warrant  
Agent in connection with the issuance or delivery of Common Shares upon the  
exercise of Warrants, but the Company shall not be required to pay any transfer  
taxes or income taxes in connection with the Warrants or shares.  
  
 7.02. Modification of Agreement. Without the consent or concurrence of  
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the holders of the Warrants, the Warrant Agent may by supplemental agreement or  
otherwise concur with the Company in making any changes or corrections in this  
Agreement that it is advised by counsel (who may be counsel for the Company) are  
required to cure any ambiguity or to correct any defective or inconsistent  
provision or clerical omission or mistake or manifest error contained herein.  
  
 7.03. Successors. All the covenants and provisions of this Agreement by  
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or for the benefit of the Company or the Warrantn Agent shall bind and inure to  
the benefit of their respective successors and assigns hereunder.  
  
 7.04. Notices and Demands to Company and Warrant Agent. Any notice or  
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demand authorized by this Agreement to be given or made by the Company, the  
Warrant Agent or by the holder of any Warrant shall be sufficiently given or  
made if sent by certified or registered mail, postage prepaid, addressed (until  
another address is filed in writing), as follows:  
  
 To the Company: Ocean West Holding Corporation  
 00000 Xxxxxxx Xxxxxx, Xxxxx 000  
 Xxxxxx, Xxxxxxxxxx 00000  
 Attn: Xxxxx X. Xxxxxxxx  
  
 To the Warrant Agent: Registrar and Transfer Company  
 00 Xxxxxxxx Xxxxx  
 Xxxxxxxx, Xxx Xxxxxx 00000-0000  
 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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 7.05. Applicable Law. The validity, interpretation and performance of  
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this Agreement and of the Warrants shall be governed by the laws of the State of  
Delaware.  
  
 7.06. Persons Having Rights Under This Agreement. Nothing expressed in  
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this Agreement and nothing that may be implied from any of the provisions hereof  
is intended, or shall be construed, to confer upon, or give to, any person or  
corporation other than the parties to this Agreement and the holders of the  
Warrants any right, remedy or claim under or by reason of this Agreement or of  
any covenant, conditions, stipulation, promise or agreement contained herein,  
and all covenants, conditions, stipulations, promises and agreements contained  
herein shall be for the sole and exclusive benefit of the parties hereto and  
their respective successors and assigns and of the holders of the Warrants.  
  
 7.07. Examination of Agreement. A copy of this Agreement shall be  
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available at all reasonable times at the office of the Warrant Agent for  
inspection by the holder of any Warrant. The Warrant Agent may require the  
holder seeking inspection to submit the Warrant for inspection by it.  
  
 7.08. Effect of Headings. The article and section headings in this  
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Agreement are for convenience only and are not part of this Agreement and shall  
not affect the interpretation hereof.  
  
 WITNESS the signatures of the parties to this Agreement as of the day  
first above written.  
  
 Ocean West Holding Corporation  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 Registrar and Transfer Company  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
 [Sample Warrant Certificate Language]  
  
 Number W- COMMON STOCK PURCHASE WARRANT Warrants  
 Expiring \_\_\_\_\_\_\_\_\_\_\_, 200\_\_  
  
 OCEAN WEST HOLDING CORPORATION  
 Incorporated under the Laws of the State of Delaware CUSIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
================================================================================  
This Warrant Certificate certifies that  
  
  
  
  
  
is registered holder of  
================================================================================  
  
Common Stock Purchase Warrants (the "Warrants") to purchase Common Shares, $.01  
par value per share (the "Shares"), of Ocean West Holding Corporation, a  
Delaware corporation (the "Company"). Each Warrant evidenced hereby entitles the  
holder to purchase from the Company on or before the close of business of the  
Warrant Agent on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200 (the "Expiration Date"), except as  
otherwise provided in the Warrant Agreement, one fully paid and non-assessable  
share at the initial exercise price, subject to adjustment in certain events  
(the "Exercise Price"), of $1.25. The Warrants may be exercised by surrender of  
this Warrant Certificate and payment of the Exercise Price at the office of the  
Warrant Agent in Cranford, New Jersey. Exercise of these Warrants is subject to  
the conditions set forth herein and in the Warrant Agreement dated (the "Warrant  
Agreement") between the Company and Registrar and Transfer Company, as Warrant  
Agent (the "Warrant Agent"). The holder shall be responsible for any transfer  
taxes payable upon transfer or exercise. All capitalized terms used but not  
defined herein have the meanings set forth in the Warrant Agreement.  
  
 Payment of the Exercise Price must be made in cash or by certified or  
official bank check payable to the order of the Company.  
  
 Reference is hereby made to the further provisions of this Warrant  
Certificate and the Warrant Agreement including, without limitation, those set  
forth on the reverse hereof, and such further provisions are incorporated herein  
by reference and will for all purposes have the same effect as though fully set  
forth herein.  
  
 This Warrant Certificate shall not be valid unless countersigned by the  
Warrant Agent.  
  
 WITNESS the facsimile seal of the Company and the facsimile signatures  
of its duly authorized officers.  
  
 [seal]  
  
Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
COUNTERSIGNED:  
Registrar and Transfer Company  
  
 (Cranford, New Jersey) WARRANT AGENT  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 AUTHORIZED SIGNATURE  
  
Ocean West Holding Corporation  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 President  
  
Attest:  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Secretary  
  
  
  
 The Warrants evidenced by this Certificate are part of a duly authorized  
issue of Warrants issued pursuant to the Warrant Agreement which agreement is  
incorporated by reference, made a part hereof and hereby referred to for a  
description of the rights, obligations, duties and immunities thereunder of the  
Warrant Agent, the Company and the holders.  
  
 No fractional shares will be issued upon exercise of any Warrant. A Warrant  
does not entitle its holder to any of the rights of a stockholder of the  
Company. The Company shall at all times reserve and keep available a number of  
its authorized but unissued Common Shares which is sufficient to permit the  
exercise in full of all outstanding Warrants.  
  
 The validity, interpretation and performance of the Warrant Agreement and  
the Warrants shall be governed by the laws of the State of Delaware.  
  
 The Company and the Warrant Agent may deem and treat the registered  
holder(s) hereof as the absolute owner(s) of the Warrants represented by this  
Certificate (notwithstanding any notation of ownership or other writing hereon  
made by anyone), for the purpose of any exercise or transfer hereof, for notice  
purposes and for all other purposes.  
  
 Warrants may be exercised to purchase Shares from the Company in accordance  
with the Warrant Agreement at the Exercise Price. The holder(s) of Warrants as  
evidenced by this Certificate may exercise them by surrendering the Warrant  
Certificate with the form of election to purchase set forth hereon properly  
completed and executed, together with payment of the Exercise Price and any  
applicable transfer taxes, at the office of the Warrant Agent in Cranford, New  
Jersey. In the event that, upon any exercise of Warrants evidenced hereby the  
number of Shares purchased will be less than the total number of Shares which  
may be purchased hereunder, there will be issued to the holder, or such holder's  
assignee, a new Warrant Certificate evidencing the number of Shares not  
purchased.  
  
 The Warrants evidenced hereby are transferrable by the registered holder(s)  
in person or by duly authorized attorney(s) on the books of the Company by  
surrendering the Warrant Certificate with the form of assignment set forth  
hereon properly completed and executed at the office of the Warrant Agent in  
Cranford, New Jersey.  
  
 ASSIGNMENT  
 FOR VALUE RECEIVED, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby sell, assign and transfer unto  
PLEASE INSERT SOCIAL SECURITY OR OTHER  
 IDENTIFYING NUMBER OF ASSIGNEE  
-------------------------------------------  
  
-------------------------------------------  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
\_\_\_\_\_\_\_Warrants represented by the within Certificate, and do hereby irrevocably  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attorney to transfer the said securities on the books of the  
within named Company with full power of substitution in the premises.  
  
Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST  
 CORRESPOND WITH THE NAME(S) AS WRITTEN UPON  
 THE FACE OF THE CERTIFICATE IN EVERY  
 PARTICULAR, WITHOUT ALTERATION OR  
 ENLARGEMENT OR ANY CHANGE WHATEVER.  
  
Signature(s) Guaranteed  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION  
(BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH  
MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM),PURSUANT TO  
S.E.C. RULE 17 Ad-15.  
  
 ELECTION TO PURCHASE  
 (To be executed upon exercise of the Warrants)  
  
 The undersigned hereby irrevocably elects to exercise the right,  
represented by this Warrant Certificate, to purchase \_\_\_\_\_\_\_\_\_\_\_\_ Common  
Sharesand herewith tenders in payment for such Shares cash or a certified or  
official bank check payable to this order of the Company in the amount of  
$\_\_\_\_\_\_\_\_\_\_\_\_\_\_ all in accordance with the terms hereof. The undersigned  
requests that a certificate for such Shares be registered in the name of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that such certificate  
be delivered to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
If said number of Shares is less than all the Shares purchasable hereunder, the  
undersigned requests that a new Warrant Certificate representing Warrants to  
purchase the remaining balance of the Shares be registered in the name of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that  
such certificate be delivered to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address  
is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST  
 CORRESPOND WITH THE NAME(S) AS WRITTEN UPON  
 THE FACE OF THE CERTIFICATE IN EVERY  
 PARTICULAR, WITHOUT ALTERATION OR  
 ENLARGEMENT OR ANY CHANGE WHATEVER.  
  
Signature(s) Guaranteed  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
HE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION  
(BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH  
MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM),PURSUANT TO  
S.E.C. RULE 17 Ad-15.