

PROMISSORY NOTE

September 20, 2010

IN CONSIDERATION of amounts advanced hereunder, Steven Victor, with an address at 30 East 76th Street, New York, New York 10021 (the "Borrower"), promises to pay to the order of Jeffrey Epstein, with an address at 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 ("Lender"), in lawful money of the United States, all principal, together with accrued interest and all other charges, owed under the terms of this Note as hereinafter set forth.

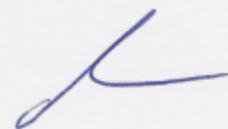
The maximum principal advance to the Borrower under this Note shall be \$50,000, and Lender shall have no obligation to make any advance in excess of that amount. As of the date hereof, Lender has advanced \$45,000 to the Borrower under this Note. In the event the unpaid balance of this Note ever is greater than the maximum principal advance, the Borrower agrees to repay the excess immediately upon Lender's demand.

Prior to maturity, interest shall accrue on the unpaid balance of the Note at the fixed rate of two percent (2%) per annum. The interest rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days, and compounded annually. Such interest, however, shall not exceed the maximum interest rate permitted under New York law.

After maturity, whether by acceleration, event of default, demand or otherwise, interest shall accrue on the unpaid balance of this Note at the fixed rate of twenty-five percent (25%) per annum. The interest rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days, and compounded annually.

If any interest in excess of the maximum provided for by law is called for, or shall be adjudicated to be so, the provisions of this paragraph shall govern, and neither the Borrower nor any of Borrower's successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law, and any such amount so paid, at the option of the Lender, shall be either applied against the principal balance of the Note or rebated to the Borrower within thirty (30) days after such determination.

The Borrower shall make payments to Lender under this Note in immediately available United States funds at Lender's address set forth above or such other location as Lender may specify from time to time, by making monthly payments of Five Thousand Dollars (\$5,000) on the 20th day of every month, beginning October 20, 2010 and continuing to and including July 20, 2010. The total outstanding principal balance and accrued and unpaid interest, together with all other amounts due thereon shall be due and payable in full on July 20, 2010.



Whenever any payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the United States or of the United States Virgin Islands, such payment shall be made on the next succeeding business day.

All payments made by the Borrower hereunder, shall be applied first to late charges, fees, costs, expenses and all other amounts due the Lender, if any, under this Note or otherwise (including legal fees and expenses incurred in enforcing Lender's rights), other than principal and interest, then to interest at the rate of interest then in effect, and the balance to the principal balance due under this Note. If any payment is not accompanied with specific instructions as to application, and the Borrower has any obligation to Lender other than this Note, Lender may apply the payment to such obligation as Lender may elect.

This Note may be prepaid in whole or in part, without premium or penalty, and each such prepayment shall be made together with interest accrued on the amount prepaid.

A default of this Note shall consist of any of the Events of Default hereinafter described: (i) any payment hereunder is not made when due; (ii) there is a default on any other obligation any Borrower has with Lender; (iii) Lender has a good faith belief that the prospect of timely payment of any amount due hereunder is impaired; (iv) any warranty, representation or statement made or furnished to the Lender by or on behalf of any of Borrower proves to have been false in any material respect when made or furnished; or (vi) the death, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under bankruptcy or insolvency laws by or against, the Borrower or the Borrower's business. In the event of a default, without any demand, presentment, protest or other notice whatsoever to the Borrower, or other statutory or other rights of redemption, or any other action by the Lender, all of which are hereby expressly waived by the Borrower, the unpaid principal amount hereof and all accrued interest shall automatically become due and payable in full upon the occurrence of any such event and the Lender may exercise, simultaneously or seriatim, any or all of such other rights and remedies as may be lawfully permitted under Federal law or United States Virgin Islands law and any or all of the remedies of the Lender set forth herein.

The Borrower hereby expressly waives presentment for payment, demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and all lack of diligence or delays in collection or enforcement of this Note.

The Lender may extend the time of payment of this Note, postpone the enforcement hereof, or grant any other indulgences whatsoever under this Note, or any other agreement between any of the Borrower and Lender otherwise without affecting or diminishing the Lender's right of recourse against the

