

SECOND AMENDMENT OF PROMISSORY NOTE

THIS SECOND AMENDMENT OF PROMISSORY NOTE, effective August 11, 2010, by and between Adam Bly ("Borrower") and Jeffrey E. Epstein ("Lender").

WHEREAS, the Borrower executed and delivered to Lender that certain Promissory Note, dated February 16, 2010, payable to the order of Lender in the original principal amount of Three Hundred Thousand Dollars (\$300,000) (the "Original Note"), which Original Note evidences a loan in such amount made by Lender to the Borrower (a copy of the Original Note is attached as Exhibit A hereto);

WHEREAS, the Original Note is secured by that certain Pledge Agreement, dated February 16, 2010, by Borrower in favor of Lender (the "Pledge Agreement") (a copy of the Pledge Agreement is attached as Exhibit B hereto);

WHEREAS, the Original Note was amended by the Borrower and the Lender (the "Amended Note") pursuant to the provisions of that certain First Amendment of Promissory Note, effective as of June 16, 2010, attached as Exhibit C hereto (the "First Amendment of Promissory Note"), which among other things (1) extended the Original Note's Maturity Date (as such term is defined in the Original Note) from June 16, 2010 until August 16, 2010 (the "First Amended Maturity Date"); and (2) increased the rate of interest payable (both monthly and upon maturity) on the principal balance outstanding under the Original Note from eighteen percent (18%) per annum to twenty-four percent (24%) per annum (the "Amended Interest Rate");

WHEREAS, the Borrower and Lender have agreed to further amend the Amended Note to extend the Amended Maturity Date from August 16, 2010 until October 15, 2010, subject to, and upon, the terms and conditions contained in this Second Amendment of Promissory Note;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Borrower and the Lender hereby agree as follows:

1. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Original Note, as amended by the First Amendment of Promissory Note.

2. The Amended Note is hereby further amended as follows:

(a) The Amended Maturity Date under the Amended Note is hereby extended from August 16, 2010 to October 15, 2010.

(b) The Amended Interest Rate under the Amended Note shall remain at twenty-four percent (24%) per annum.

3. By execution of this Second Amendment of Promissory Note, the Borrower represents and warrants that, as of the date hereof and after giving effect to the provisions hereof:

(a) The Borrower's representations and warranties contained in the Original Note, as amended by the First Amendment of Promissory Note and as further amended hereby, and the Pledge Agreement, are true and correct on and as of the date hereof as if made on and as of the date hereof; and

(b) No event has occurred and is continuing which constitutes an Event of Default.

4. All references to the term "Note" in the Original Note, as amended by the First Amendment of Promissory Note, and the Pledge Agreement shall hereafter be deemed to refer to the Original Note, as modified by the First Amendment of Promissory Note and as further modified hereby.

5. Except as otherwise provided in the First Amendment of Promissory Note, and as further modified by this Second Amendment of Promissory Note, all of the terms, covenants and conditions of the Original Note shall remain in full force and effect.

6. This Second Amendment of Promissory Note shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, without application under United States Virgin Islands law of principles of conflicts of law.

7. This Second Amendment of Promissory Note shall be binding upon, inure to the benefit of and be enforceable by the Borrower, the Lender and their respective permitted successors and permitted assigns.

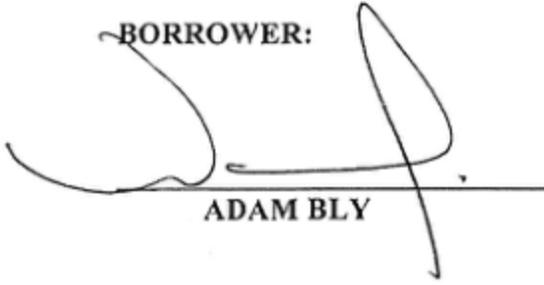
8. This Second Amendment of Promissory Note contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement signed by both parties hereto.

9. This Second Amendment of Promissory Note may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories hereto; and the signature of any party to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

IN WITNESS WHEREOF, the Borrower and the Lender have duly executed

this Second Amendment of Promissory Note as of the day and year first above written.

BORROWER:



ADAM BLY

LENDER:



JEFFREY E. EPSTEIN

FIRST AMENDMENT OF PROMISSORY NOTE

THIS FIRST AMENDMENT OF PROMISSORY NOTE, effective June 16, 2010, by and between Adam Bly ("Borrower") and Jeffrey E. Epstein ("Lender").

WHEREAS, the Borrower executed and delivered to Lender that certain Promissory Note, dated February 16, 2010, payable to the order of Lender in the original principal amount of Three Hundred Thousand Dollars (\$300,000) (the "Original Note"), which Original Note evidences a loan in such amount made by Lender to the Borrower (a copy of the Original Note is attached as Exhibit A hereto);

WHEREAS, the Original Note is secured by that certain Pledge Agreement, dated February 16, 2010, by Borrower in favor of Lender (the "Pledge Agreement") (a copy of the Pledge Agreement is attached as Exhibit B hereto);

WHEREAS, all principal and accrued, but unpaid, interest on the Original Note is due and payable in full on June 16, 2010 (the "Maturity Date");

WHEREAS, the Borrower and Lender have agreed to: (1) amend the Original Note to extend the Maturity Date of the Note from June 16, 2010 until August 16, 2010; and (2) increase the monthly interest payable on the principal balance outstanding under the Note from eighteen percent (18%) per annum to twenty-four percent (24%) per annum; subject to, and upon, the terms and conditions contained in this First Amendment of Promissory Note;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Borrower and the Lender hereby agree as follows:

1. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Original Note.
2. The Original Note is hereby amended as follows:
 - (a) The Maturity Date under the Original Note is hereby extended from June 16, 2010 to August 16, 2010.
 - (b) The Interest Rate under the Original Note is hereby increased from eighteen percent (18%) per annum to twenty-four percent (24%) per annum.
3. By execution of this First Amendment of Promissory Note, the Borrower represents and warrants that, as of the date hereof and after giving effect to the provisions hereof:



(a) The Borrower's representations and warranties contained in the Original Note, as amended hereby, and the Pledge Agreement, are true and correct on and as of the date hereof as if made on and as of the date hereof; and

(b) No event has occurred and is continuing which constitutes an Event of Default.

4. All references to the term "Note" in the Original Note and the Pledge Agreement shall hereafter be deemed to refer to the Original Note, as modified by this First Amendment of Promissory Note.

5. Except as otherwise provided in this First Amendment of Promissory Note, all of the terms, covenants and conditions of the Original Note shall remain in full force and effect.

6. This First Amendment of Promissory Note shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, without application under United States Virgin Islands law of principles of conflicts of law.

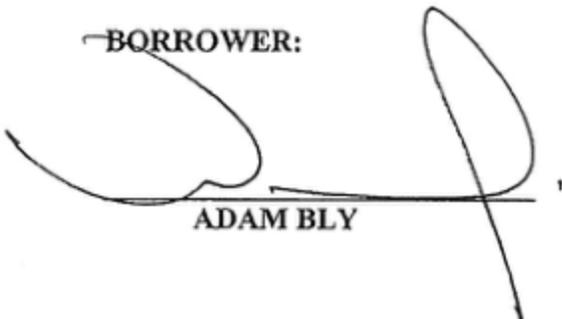
7. This First Amendment of Promissory Note shall be binding upon, inure to the benefit of and be enforceable by the Borrower, the Lender and their respective permitted successors and permitted assigns.

8. This First Amendment of Promissory Note contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement signed by both parties hereto.

9. This First Amendment of Promissory Note may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories hereto; and the signature of any party to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

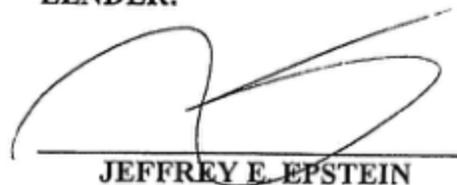
IN WITNESS WHEREOF, the Borrower and the Lender have duly executed this First Amendment of Promissory Note as of the day and year first above written.

BORROWER:



ADAM BLY

LENDER:



JEFFREY E. EPSTEIN