

JEFFREY E. EPSTEIN
6100 RED HOOK QUARTER
SUITE B-3
ST. THOMAS, USVI 00802

August 31, 2006

Steven Victor, M.D.


Dear Steven:

I am writing in connection with the loan by me to Victor Cosmeceuticals, Inc. ("VCI") in the amount of \$100,000 which is due to be repaid by not later than September 30, 2006. The loan is evidenced by VCI's promissory note to me of even date herewith payable in the principal amount of \$100,000, plus interest at the rate of twenty percent (20%) per annum (the "Note"). You have unconditionally guaranteed to me payment of the Note upon the terms of your written Guarantee to me of even date herewith (the "Guarantee"). As part of the inducement for me to extend the loan to VCI and accept VCI's promissory note and your Guarantee, VCI has agreed in the Note that it shall have no right of offset in respect of its payment obligations under the Note. As additional inducement, you and I have agreed as follows:

1. You will have no right of offset with respect to your unconditional payment obligations to me under the Guarantee. That is to say, you have no right to offset amounts you owe under the Guarantee by amounts you may have billed me or may hereafter bill me for services rendered by you or your staff on my behalf.

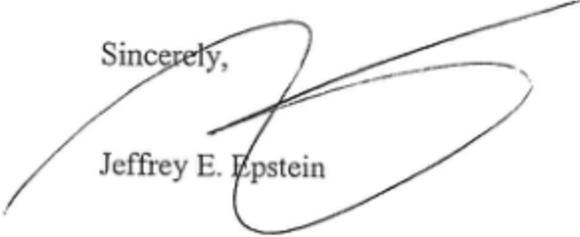
2. You may request such an offset, but whether or not I permit you to make such an offset is within my sole and absolute discretion. Any such permission granted by me must be in writing and will only apply to the specific offset you request at a particular time. No permission granted by me for one offset shall be deemed to imply permission for any future offsets. Moreover, each offset to which I give my permission must comply with the requirements of paragraph 3 below.

3. In the event that you request and I do determine to permit an offset, you and I have agreed that any such offset will be on the basis of a 4 to 1 ratio, such that for every four dollars you bill me, you may offset one dollar of your payment obligations to me under the Guarantee. No other offsets shall be permissible under any circumstances.

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Please confirm your agreement to the provisions of this letter by signing your name in the space provided below and returning your signed letter to me, whereupon the provisions of this letter shall become our binding agreement and a material supplement to the provisions of the Guarantee.

Sincerely,


Jeffrey E. Epstein

Confirmed and Agreed to by:



Steven Victor