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**AGREEMENT**

**AGREEMENT**, made as of the 13 of April, 2011, by and between the J. Epstein Virgin Islands Foundation, Inc., a/k/a Enhanced Education, a USVI non-profit corporation (the "Enhanced Education"), and Yoed Nir, residing at [REDACTED]

**WITNESSETH:**

**WHEREAS**, Enhanced Education has purchased for investment purposes a certain 1927 4/4 Cello by Ettore Soffritt, Ferrara, Italy (the "Cello"), and desires to ensure that the Cello is temporarily placed with an accomplished and experienced cellist who is able to care for it and maintain it in pristine condition so as to maximize its continued value;

**WHEREAS**, Nir is an accomplished and experienced cellist with the knowledge and skill to care for and maintain the Cello and desires to temporarily take custody of the same, upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Enhanced Education will deliver the Cello to Nir, and Nir will take delivery of, hold and maintain the Cello, upon subject to, and in accordance with the provisions of this Agreement;

2. Delivery of the Cello hereunder shall be considered a temporary loan of the Cello by Enhanced Education to Nir, who shall hold the Cello, care for it and maintain it in pristine condition for the term of this Agreement, after which Nir shall immediately return the Cello to Enhanced Education.

3. The term of this Agreement shall commence on April 13, 2011 and shall end on April 13, 2013 (the "End Date").

4. During the term of this Agreement, Nir shall be entitled to make reasonable use of the Cello at reasonable times, under reasonable circumstances, but shall at all times be responsible for the safekeeping, condition and repair of the Cello, and will be responsible for any loss of or damage to the Cello. At all times during the term of this Agreement, Nir shall maintain the Cello in pristine and good working condition and shall take all reasonable precautions against accidental damage, destruction and/or loss of the Cello. Throughout the term of this Agreement, Nir shall ensure that the Cello is not at any time left unattended in any vehicle, and shall refrain from shipping the Cello or transporting the Cello in any ground, sea or air cargo hold, it being an absolute and material requirement under this Agreement that whenever the Cello is to be transported from one location to another, it shall remain in Nir's possession, custody and control at all times during transport. Any repair work to the Cello must be approved by Enhanced Education in writing in advance of performing the work and shall only be performed by the highest qualified professionals. Nir shall keep the Cello in the case in which it is delivered to Nir.

5. During the term of this Agreement, without any charge or obligation to be paid for the same, Nir shall give three separate public cello performances utilizing the Cello on such dates, at such