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10. Nir has inspected the Cello and acknowledges and agrees that the Cello was in pristine and good working condition when received by Nir, and that Nir has accepted delivery of the Cello in such condition.

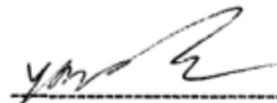
11. The above terms and conditions are the only terms and conditions upon which Enhanced Education is willing to deliver the Cello to Nir, and to allow Nir to temporarily use, hold and maintain the Cello during the term of this Agreement. Any additional or different terms claimed or attempted to be imposed by Nir shall be deemed objected to by Enhanced Education without need of further notice of objection, and shall be of no effect and not any way binding upon Enhanced Education. No waiver, alteration, amendment or modification of any of the provisions hereof shall in any event be effective or binding upon Enhanced Education unless in writing and signed by a duly authorized officer of Enhanced Education.

12. This Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, without regard to its choice of laws doctrine.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

For The J. Epstein Virgin Islands
Foundation, Inc., a/k/a Enhanced
Education



Yoed Nir