

NEW YORK BUSINESS DEVELOPMENT CORPORATION

NOTE and SECURITY AGREEMENT

LENDER: New York Business Development Corporation
50 Beaver Street
Albany, New York 12207

BORROWER: Full House Promotions, Inc.
40 Ragazzi Lane
Staten Island, NY 10305

PRINCIPAL SUM: \$10,000.00

EXECUTED DATE: January 31, 2013

FUNDED DATE: February 1, 2013

For value received, the Borrower promises to pay to the order of the Lender at the address set forth above, or at such other place as the Lender may from time to time designate, the Principal Sum, with interest at the Note Rate (as hereinafter defined), in the following manner:

On the first day of **September, 2013** the Borrower shall pay interest at the Note Rate on the outstanding principal balance of this Note in the amount of \$8.33. On the first day of **October, 2013** and on the first day of each and every month thereafter to and including the first day of **September, 2015** the Borrower shall pay monthly installments of principal and interest each in the amount of \$**421.08**. In addition, the entire unpaid principal balance hereof, together with accrued interest thereon and accrued late charges, if any, shall be finally due and payable the first day **September, 2015** (the "Maturity Date").

The Note Rate shall be equal, at all times, to **1.00%**. Interest shall accrue on the outstanding principal balance of this Note from and after the date which is six (6) months from the date hereof (the "Interest Accrual Date")

All payments hereunder shall be applied first to the payment of accrued late charges, if any, then to the payment of interest accrued to the date of the receipt of payment, and the balance, if any, shall be applied in reduction of principal.

Lender shall compute interest on the basis of a year of three hundred sixty (360) days for the actual number of days elapsed. Interest shall accrue from the Interest Accrual Date until receipt of payment.

In the event that any payment required by this Note and Security Agreement on account of the terms hereof, by acceleration, maturity or otherwise shall become overdue for a period in excess of ten (10) days a "late charge" of six cents (\$.06) for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

The Borrower agrees that in the event of the happening of any one or more of the following: (1) the breach of any of the covenants and agreements contained in this Note and Security Agreement, any instrument given to secure the indebtedness evidenced by this Note and Security Agreement, or any other document executed by the Borrower (collectively the "Loan Documents"); (2) the occurrence of an Event of Default as defined in the Loan Documents; (3) the dissolution of the Borrower; (4) any petition of bankruptcy being filed by or against the Borrower; (5) the making by the Borrower of an assignment for the benefit of creditors; or (6) the sale or other conveyance of any portion of the collateral which is the subject of any instrument given to secure the indebtedness evidenced by this Note and Security Agreement, then the whole of the principal sum or any part thereof, and of other sums of money secured by the Loan Documents shall, forthwith or thereafter, at the option of the Lender, shall become immediately due and payable without demand or notice, and all of the covenants, agreements, terms and conditions of the Loan Documents are hereby incorporated herein with the same force and effect as if herein set forth at length.

The Borrower may prepay this Note and Security Agreement, in whole or in part, at any time without penalty or premium. All prepayments of principal shall be applied in inverse order of maturity.

As security for the payment and performance of all present and future obligations due or to become due to the Lender, including without limitation, all principal, interest and other charges due hereunder, the Borrower hereby assigns, transfers and pledges to the Lender and grants to the Lender a security interest in all of the Borrower's now and presently owned and hereinafter acquired goods, assets and personally in the nature of equipment, fixtures, furniture, machinery, inventory, accounts, instruments, chattel paper, general intangibles and monies, now owned or hereafter acquired, wherever situate, including any and all accessions, attachments, accretions, replacements and additions thereof, replacements therefore and proceeds and product therefrom (the "Collateral"). Collateral includes all accounts, general intangibles, instruments, notes, monies, payments and all other rights, arising out of a sale, lease, assignment or other disposition of the Collateral. Collateral also includes all proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the Collateral and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due in judgment, settlement or other process. Collateral includes all records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, or electronic media, together with all the Borrower's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media.

The Borrower represents and warrants that it is duly organized and exists in good standing in all jurisdictions in which it operates, and has authority to undertake this loan and execute this Note and Security Agreement. The Borrower further represents and warrants that the undersigned signatory and/or representative of the Borrower is authorized to sign on the Borrower's behalf.

The Borrower warrants and represents that -

- a. Its principal executive office and its business operations are located in the City of New York and/or on Long Island, New York;
- b. It has suffered property or economic damage resulting from Storm Sandy;
- c. Any payments received by the Borrower on account of insurance for business interruption or property damage shall be applied to the prepayment of this Note;
- d. It has less than 100 employees; and
- e. The proceeds of this loan will be used to support the continuing operation of the Borrower.

The Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York. The Borrower does hereby make, constitute and appoint the Lender its true and lawful attorney-in-fact to deal with the Collateral and in its name and deed to release, surrender, collect, compromise, renounce, extend, exchange, and/or otherwise deal with the Collateral to the same extent as the Borrower could do if acting for itself. The powers herein granted are coupled with an interest and are irrevocable.

This Note and Security Agreement may not be changed or terminated orally.

Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.

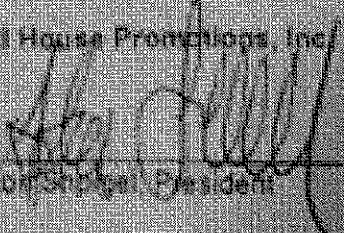
If this Note and Security Agreement is placed with an attorney for collection, the Borrower shall pay all reasonable attorney's fees and expenses incurred by Lender in connection therewith.

In the event that a Borrower receives a grant from the Federal Emergency Management Agency ("FEMA") or a loan from the U.S. Small Business Administration, proceeds of either of which are intended for the same uses as those specified in the Borrower's loan application, the grant and/or loan funds shall be remitted to NYBDC and applied to pre-pay the outstanding loan evidenced by this Note.

IN WITNESS WHEREOF, the undersigned has executed this NOTE AND SECURITY AGREEMENT as of the day and year first above written.

BORROWER:

Full House Promotions, Inc.

By 
Andrew J. Kelly, President

NEW YORK BUSINESS DEVELOPMENT CORPORATION

GUARANTY

LENDER: New York Business Development Corporation
50 Beaver Street
Albany, New York 12207

BORROWER: Full House Productions, Inc.
40 Regazzini Lane
Staten Island, NY 10315

GUARANTOR: Anton Shogel
40 Regazzini Lane
Staten Island, NY 10315

DATED: _____, 2012

AMOUNT OF GUARANTY: The amount of this Guaranty is 100% of all amounts due now or hereafter from the Borrower to the Lender on account of the indebtedness evidenced by the Note and Security Agreement of which this Guaranty is a part, including, but not limited to, the obligations incurred by the Borrower on even date herewith (the "indebtedness").

CONTINUING UNLIMITED GUARANTY: For good and valuable consideration the Guarantor absolutely and unconditionally guarantees and promises to pay to the Lender or its order, in legal tender of the United States of America, an amount up to 100% of the indebtedness of the Borrower on the terms and conditions set forth in this Guaranty.

NATURE OF GUARANTY: If more than one person shall constitute the Guarantor, the liability of the Guarantor shall be joint and several. The Guarantor's liability under this Guaranty shall be open and continuous for so long as this Guaranty remains in force. The Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all indebtedness to the extent provided above. Accordingly, no payments made upon the indebtedness will discharge or diminish the continuing liability of the Guarantor in connection with any remaining portions of the indebtedness or any of the indebtedness which subsequently accrues or is thereafter incurred or contracted.

DURATION OF GUARANTY: This Guaranty will take effect when received by the Lender without the necessity of any acceptance by the Lender, or any notice to the Guarantor or to the Borrower, and will continue in full force until all indebtedness incurred or contracted before receipt by the Lender of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of the Guarantor under this Guaranty shall have been performed in full.

ATTORNEYS' FEES AND EXPENSES: The Guarantor agrees to pay upon demand all of the Lender's costs and expenses, including reasonable attorneys' fees and the Lender's legal expenses, incurred in connection with the enforcement of this Guaranty.

GUARANTOR:


Anton Shogel

AUTHORIZATION AGREEMENT FOR PREAUTHORIZATION PAYMENT (DEBIT)

I, NEW YORK BUSINESS DEVELOPMENT CORP., Company, authorize NEW YORK BUSINESS DEVELOPMENT CORP. to debit my bank account for the amount of 100.00 dollars to the account number 12345678901234567890 on 12/31/2000 for the purpose of loan payment as such without further authorization or notification.

Bank Name _____

Bank of America _____

Address _____

City _____

State _____

Zip _____

Account _____

Checking

Savings

Other _____

Transaction Number _____

Transaction
Check Digit

Account Number Information

Company _____

Designated by
Federal Reserve

NOTICE

When completing account number information, insert a hyphen (-) for each Dash Code Symbol (indicated in the list) and insert a number sign (#) for each "On Us" Code Symbol.

Designated _____

Name (s) _____

Signature _____

Signature 2 (As Required) _____

Attached Voided Check Here: _____

FOR BDC USE ONLY:

BDC Number _____

Loan Number _____

Borrower's Name _____

W-9

Request for Taxpayer Identification Number and Certification

Give Form W-9 to the requester. Do not send to tax authorities.

Full Name Promotions, Inc.

Address (include apartment, suite, or room number if different from above)

Check appropriate box for requester's relationship:

Individual as a contractor Individual as an employee Director Officer Shareholder

Sole proprietor or partner (check appropriate box for relationship: Sole proprietor Partner)

Beneficial owner

Relationship (check one): Sole proprietor Partner

City, state, and ZIP code

New York Business Development Corp
50 Beaver Street
Albany, New York 12207

Section I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the certification on this form. If you are a sole proprietor or partner, the TIN must be your personal TIN. If you are a sole proprietor, you must use your personal TIN. If you are a partner, you must use your personal TIN. If you are a contractor, you must use your business TIN. If you are an employee, you must use your personal TIN. If you are a director, officer, or shareholder, you must use your personal TIN.

Table for TIN entry with columns for digits 1 through 9, a hyphen, and digits 10 through 12.

Note: If the amount is in U.S. dollars, your name, and the amount on page 4 of the requester's return, you must provide your TIN.

Section II Certification

- 1. I am a U.S. citizen or other U.S. person (defined below).
- 2. The requester shows on Schedule K-1 of the requester's return that I am a partner in a partnership that is a U.S. partnership. I am not a partner in a partnership that is a foreign partnership. I am not a partner in a partnership that is a U.S. partnership that is a foreign partnership. I am not a partner in a partnership that is a U.S. partnership that is a foreign partnership.
- 3. I am a U.S. citizen or other U.S. person (defined below).

Definition of a U.S. person: An individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or other entity organized or incorporated in the United States or under the laws of the United States; or an estate or trust that is a U.S. person for federal tax purposes. You must provide your TIN. You must provide your TIN.

Sign Here: Signature of U.S. person [Handwritten Signature]

Date

General Instructions

These instructions are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it. Do not use Form W-9 if you are a foreign person.

- 1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is a standard form, unless it is the Form W-9.

Definition of a U.S. person: For federal tax purposes, they are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or other entity organized or incorporated in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A trust that has a federal tax identification number (TIN).

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to partners that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.